

## MEMORANDUM

Date: 8-1-78

To: JOHNNY FOWLER

From: J. MYERS

Subject: HEADQUARTERS FIRE STATION

Please find attached Change Order Number One on the Fire Station in the additional amount of \$1485.31. The adjusted contract amount to date is \$715,085.31. Please file as appropriate.

J. Myers

MEMORANDUM

Date: 1-17-75  
To: Mr. Tolson  
From: Mr. Mohr  
Subject: NEW ORLEANS, LA. - 1-17-75

Enclosed for the Bureau are two copies of a letterhead memorandum (LHM) dated and captioned as above. The LHM was prepared by the New Orleans Office of the FBI on 1-17-75. It contains information regarding the activities of the Black Liberation Army (BLA) in the New Orleans area. The BLA is a group of individuals who are active in the area of civil rights and are active in the area of civil rights. The BLA is a group of individuals who are active in the area of civil rights and are active in the area of civil rights.

Mayor and Council of the City of Athens  
Athens, Georgia

July 26, 1978

Re: Headquarters Fire Station  
Athens, Georgia

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor dated April 19, 1978.
3. DESCRIPTION OF CHANGE:
  - (1) Space 114 at backboard - Change 2" PVC telephone conduit to utility pole to 4" PVC.
  - (2) Space 204 - Change 1" PVC telephone conduit to 2" PVC.
  - (3) Space 125 - Add one 2" PVC conduit adjacent to the existing 1-1/2" conduit. Extend additional conduit to backboard in space 114. In space 125 terminate conduit in JB under counter. Conduit and JB shall be in concrete block wall. Provide pull wire.
  - (4) Space 016 - Add 4" PVC conduit from wall between space 016 and 015, to utility pole in Hoyt Street. Turn conduit up pole 2' and cap. Provide pull wire.
4. This change order is deemed necessary by and originated with Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.



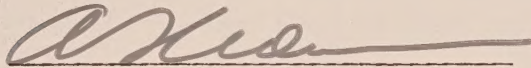
9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original contract sum . . . . . \$713,600.00

| <u>Change Order No.</u>                                   | <u>Additions</u> | <u>Deductions</u> |
|-----------------------------------------------------------|------------------|-------------------|
| None                                                      | None             | None              |
| Net (Addition or Deduction) of all approved change orders |                  | \$ None           |
| Total Adjusted Contract Price prior to this change order  |                  | \$713,600.00      |
| This Change Order No. <u>1</u> (Add)                      |                  | \$ 1,485.31       |
| TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . .           |                  | \$715,085.31      |

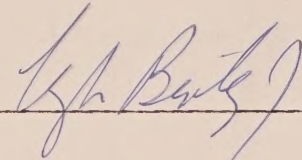
RECOMMENDED FOR OWNER'S ACCEPTANCE:

A. Stanford Adams  
Supervising Architect

By   
7-31-78

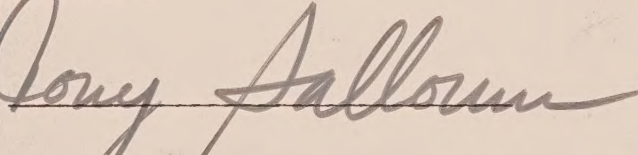
AGREED:

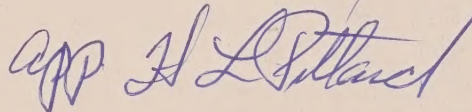
Mayor and Council of the City of  
Athens

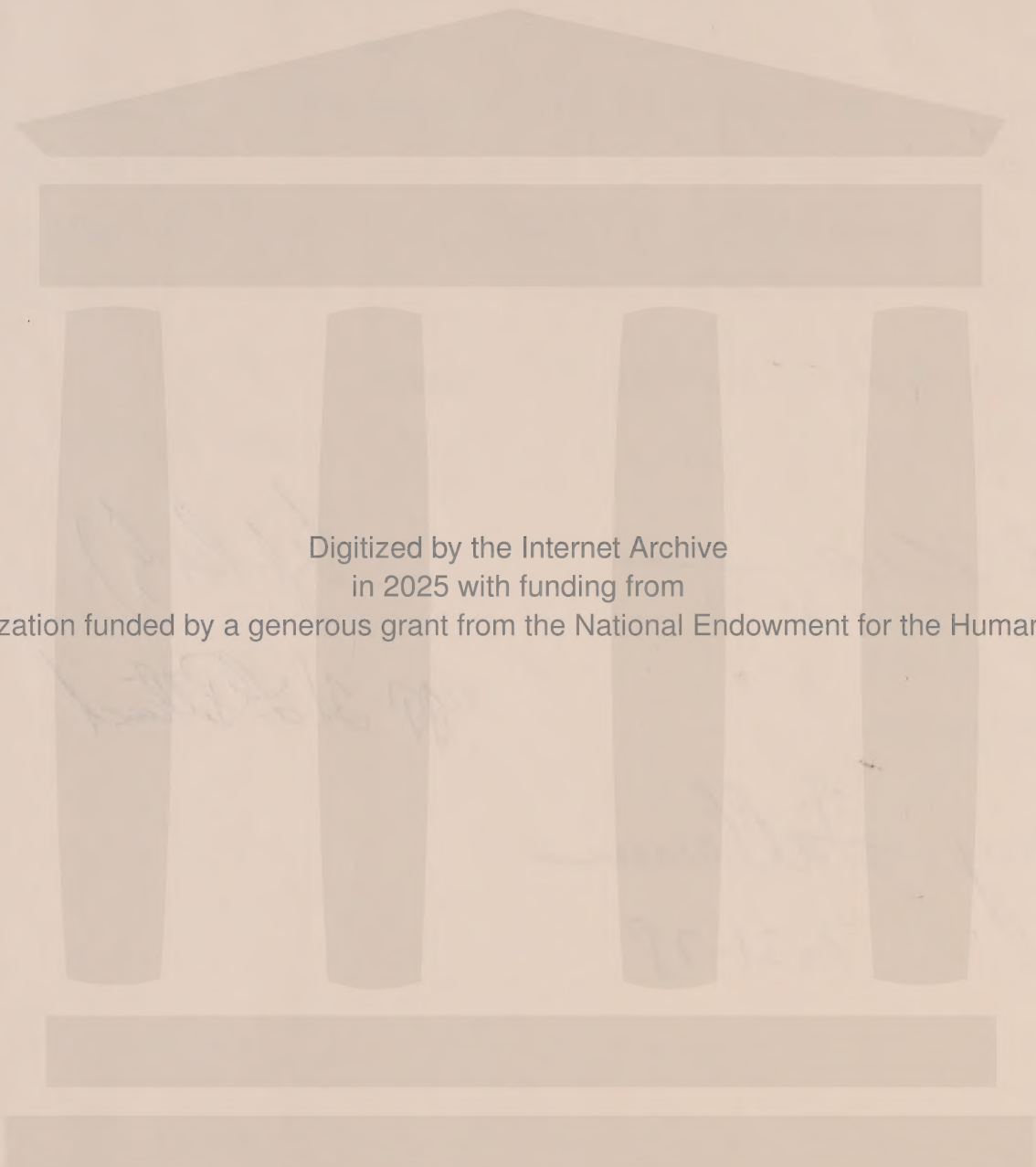
By 

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By   
7-31-78





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**TERRY**

DEVELOPMENT CORP. / GENERAL CONTRACTORS

June 28, 1978

Adams & Homan  
2936 Vineville Avenue  
Macon, Ga. 31204

Re: Headquarters Fire Station  
Athens, Ga.

Gentlemen:

As by your request, attached is a cost breakdown to provide changes in work as described by your letter dated June 2, 1978.

BREAKDOWN

|                                   |                   |                |
|-----------------------------------|-------------------|----------------|
| ELECTRICAL work - Item # 1        | \$ 448.79         | <u>468.30</u>  |
| 2                                 | <del>174.48</del> | <u>182.06</u>  |
| 3                                 | <del>264.18</del> | <u>105.62</u>  |
| 4                                 | <u>1,079.24</u>   | <u>625.70</u>  |
| Direct Cost to G. C.              | \$1,966.69        | <u>1381.68</u> |
| 7½% G.C. Fee & Overhead           | <del>147.50</del> | <u>103.63</u>  |
| TOTAL THIS CHANGE ----- ADD ----- | \$2,114.19        | <u>1485.31</u> |

Very truly yours,

TERRY DEVELOPMENT CORPORATION

*Tony Salloum*  
Tony Salloum

TS:mk  
Enclosure

*Approved 7/11/78  
H.L. Pittman*



# Vickery Electric Company

Commercial and Industrial Wiring

LEXINGTON HIGHWAY  
P. O. BOX 503  
ATHENS, GEORGIA 30601  
PHONE (404) 548-2387

June 22, 1978

Terry Development Corp.  
355 Oneta St.  
Athens, Ga.

Re: Fire Station

Gentlemen:

This is the change order you requested for on Sheet E-2  
on subject job.

Item # 1. Space 114- at backboard change 2" PVC telephone  
conduit to utility pole to 4" PVC.

|            |      |         |        |
|------------|------|---------|--------|
| 4" PVC     | 200' | 191.88c | 383.76 |
| ells       | 2    | 10.45ea | 20.90  |
| couplins   | 8    | 2.58ea  | 20.64  |
| connectors | 2    | 3.28ea  | 6.56   |
| 45° ell    | 2    | 9.68ea  | 19.36  |
|            |      | total   | 451.22 |

Delete:

|            |      |        |        |
|------------|------|--------|--------|
| 2" PVC     | 200' | 65.16c | 130.32 |
| ells       | 2    | 1.90ea | 3.80   |
| couplins   | 8    | .60ea  | 4.80   |
| connectors | 2    | .80ea  | 1.60   |
| 45° ell    | 2    | 1.79ea | 3.58   |

|       |        |
|-------|--------|
|       | 144.10 |
|       | 307.12 |
| s/tax | 12.28  |
|       | 319.40 |

Labor:

|             |           |      |
|-------------|-----------|------|
| Electrician | 6hrs 4.92 | 2952 |
| Electrician | 6hrs 4.92 | 2952 |
|             |           | 5904 |
|             |           | 1181 |

20% W/C I/Tax

|       |        |
|-------|--------|
|       | 70.85  |
| total | 390.25 |

~~45%~~ Overhead and profit  
Total cost of item # 1

|  |        |
|--|--------|
|  | 58.54  |
|  | 448.79 |
|  | 78.05  |
|  | 468.30 |



Item # 2. Space 204- change 1" PVC telephone conduit to 2" PVC.

|                     |        |       |
|---------------------|--------|-------|
| 120'                | 65.16c | 78.19 |
| ell 2               | 1.90ea | 3.80  |
| couplings 8         | .60ea  | 4.80  |
| connectors 2        | .80ea  | 1.60  |
| 45° ell 2           | 1.79ea | 3.58  |
| 4" X 6" X 6" J.B. 1 | 4.93ea | 4.93  |
| lock nuts 1         | .43ea  | .43   |

total 97.33

Delete:

|                   |        |       |
|-------------------|--------|-------|
| 1" PVC 120        | 30.17c | 36.20 |
| ell 2             | .69ea  | 1.38  |
| couplings 4       | .24ea  | .96   |
| connectors 2      | .35ea  | .70   |
| 4 11/16" box 1    | 1.17ea | 1.17  |
| 1/g plaster ring  | .73ea  | .73   |
| telephone plate 1 | 1.01ea | 1.01  |
| lock nuts 1       | .12ea  | .12   |

- 42.27

55.06

s/tax 2.20

57.26

Labor:

Electrician 8hrs 4.92hr 39.36

Electrician 8hrs 4.92hr 39.36

20% W/C I/Tax 15.74

94.46

total 151.72

20%

45% Overhead and Profit

Total cost for item # 2

22.76

30.34

174.48

182.06

Item # 3. Space 125- Add one 2" PVC conduit adjacent to existing 1" conduit extend additional conduit to backboard to space 114. Space 125- terminate conduit in J.B. under counter. Conduit and JB shall be in concrete block wall. Provide pull wire.

|                     |        |       |
|---------------------|--------|-------|
| 2" PVC 40'          | 65.16c | 26.16 |
| ell 2               | 1.90ea | 3.80  |
| couplings 4         | .60ea  | 2.40  |
| connectors 2        | .80ea  | 1.60  |
| 4" X 6" X 6" J.B. 1 | 4.93ea | 4.93  |
| lock nuts 1         | .43ea  | .43   |

38.28

s/tax 1.57

40.79

Labor:

Electrician 4 hrs 4.92 19.68

Electrician 4 hrs 4.92 19.68

20% W/C I/Tax 7.87

20%

45% Overhead and Profit

Total cost of item # 3

48.67

47.23

77.77

88.02

77.77

12.60

100.37

105.62



Item # 4. Space 016 - Add 4" PVC conduit from wall between space 016 and 015 to utility pole on Hoyd Street, turn conduit up pole 2' and cap. Provide pull wire.

|                        |                  |                    |                   |               |
|------------------------|------------------|--------------------|-------------------|---------------|
| 4" PVC                 | 160'             | 191.88c            | 307.01            |               |
| ell                    | 2                | 10.45ea            | 20.90             |               |
| couplins               | 8                | 2.58               | 20.64             |               |
| connectors             | 2                | 3.28ea             | 6.56              |               |
| cap                    | 1                | 2.00ea             | 2.00              |               |
| 45° ell                | 2                | 9.68ea             | 19.36             |               |
| <del>back-see</del>    | <del>2hrs</del>  | <del>15.00hr</del> | <del>120.00</del> |               |
| <del>taper</del>       | <del>8hrs</del>  | <del>44.00hr</del> | <del>352.00</del> |               |
|                        |                  |                    | <del>564.47</del> | <b>376.47</b> |
|                        |                  |                    | <del>22.29</del>  | <b>15.06</b>  |
|                        |                  |                    | <del>567.85</del> | <b>391.53</b> |
|                        |                  |                    |                   | s/tax         |
| Labor:                 |                  |                    |                   |               |
| Electrician            | <del>11</del> 24 | 4.92hr             | <del>446.88</del> | <b>54.12</b>  |
| Electrician            | <del>11</del> 24 | 4.92hr             | <del>446.88</del> | <b>54.12</b>  |
| Back-see operator      | 8                | 4.92hr             | <del>39.36</del>  |               |
|                        |                  |                    | <del>536.12</del> | <b>108.24</b> |
| 20% W/C I/Tax          |                  |                    | <del>55.40</del>  | <b>21.65</b>  |
|                        |                  |                    | <del>330.62</del> | <b>129.89</b> |
| <b>20%</b>             |                  |                    | <del>52.47</del>  | <b>521.42</b> |
| Overhead and Profit+   |                  |                    | <del>146.77</del> | <b>104.28</b> |
| Total cost of item # 4 |                  |                    | <del>750.34</del> | <b>625.70</b> |

Yours truly,  
Vickery Electric Co., Inc.

*James V. Vickery*  
James V. Vickery





**TERRY**

DEVELOPMENT CORP. / GENERAL CONTRACTORS

August 3, 1978

Adams & Homan, Architects  
2936 Vineville Avenue  
Macon, Ga. 31204

Re: Headquarters Fire Station

Gentlemen:

As by your request we propose to execute changes in work to furnish and install two (2) duplex receptacles in Room # 016.

BREAKDOWN

ELECTRICAL - See attached breakdown by Vickery Electric  
dated July 25, 1978

|                         |             |
|-------------------------|-------------|
| Direct Cost to G.C.     | \$69.42     |
| 7½% G.C. Fee & Overhead | <u>5.20</u> |
| TOTAL THIS CHANGE - ADD | \$74.62     |

Very truly yours,

TERRY DEVELOPMENT CORPORATION

*Tony Salloum*  
Tony Salloum

TS:mk  
Enclosure



# Vickery Electric Company

Commercial and Industrial Wiring

LEXINGTON HIGHWAY  
P. O. BOX 503  
ATHENS, GEORGIA 30601  
PHONE (404) 548-2387

July 25, 1978

Terry Development Corp.  
355 Oneta St.  
Athens, Ga.

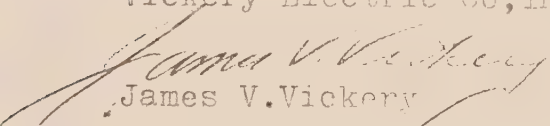
Re: Athens Wire Station

Gentlemen:

This is my change order Proposal as requested by Mr. Adams to install two duplex receptacles in room # 016.

|                               |      |         |              |
|-------------------------------|------|---------|--------------|
| Duplex receptacle             | 2    | 3.78ea  | 7.56         |
| Duplex receptacle plate       | 2    | 3.44ea  | 6.88         |
| 4" Sq. box                    | 1    | 65.45c  | 1.31         |
| 4" Sq. 1/g p/ring             | 2    | 66.94c  | 1.34         |
| 1/2" Conduit                  | 30'  | 41.40c  | 12.42        |
| Lock nuts                     | 6    | 4.90c   | .39          |
| Bushins                       | 4    | 5.20c   | .21          |
| #12 wire                      | 70'  | 39.93m  | 2.80         |
|                               |      |         | <u>82.91</u> |
|                               |      | 1/4 tax | 1.32         |
|                               |      |         | <u>34.23</u> |
| 1 Electrician                 | 2hrs | 4.92hr  | 9.84         |
| 1 Electrician                 | 2hrs | 4.92hr  | 9.84         |
| Total                         |      |         | <u>19.68</u> |
| 20% W/C I/tax                 |      |         | <u>3.94</u>  |
|                               |      |         | 23.62        |
|                               |      | Total   | <u>57.85</u> |
| 20% Overhead and Profit       |      |         | 11.57        |
| Total cost of this change is: |      |         | <u>69.42</u> |

Yours truly,  
Vickery Electric Co., Inc.

  
James V. Vickery



## MEMORANDUM

Date: 8-15-78

To: JOHNNY FOWLER, MARGIE HUFF

From: J. MYERS

Subject: HEADQUARTERS FIRE STATION

Please find attached change orders #2 and 3 on the Fire Station. The adjusted contract price to date is \$715,026.48. Please file as appropriate.

Thanks

Joey



Mayor and Council of the City of Athens  
Athens, Georgia

Re: Headquarters Fire Station  
Athens, Georgia  
Change Order No. 2

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Change blind junction box north of catch basin no. 1 to manhole with Athens ring and cover. See Drawing U-1.
4. This change order is deemed necessary by and originated with Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.

9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00

| <u>Change Order No.</u>                                  | <u>Additions</u> | <u>Deductions</u>   |
|----------------------------------------------------------|------------------|---------------------|
| 1                                                        | \$ 1,485.31      | NONE                |
| Net Addition of all approved change orders               |                  | <u>\$ 1,485.31</u>  |
| Total Adjusted Contract Price prior to this change order |                  | <u>\$715,085.31</u> |



This Change Order No. 2 (Add)

\$ 466.55

TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . . \$ 715,551.86

RECOMMENDED FOR OWNER'S ACCEPTANCE:

AGREED:

A. Stanford Adams  
Supervising Architect

Mayor and Council of the City of  
Athens

By

*ASADA*

8.8.78

By

*[Signature]*

APPROVED AND AGREED:

*ALL*

Terry Development Corp.  
Contractor

By

*Tony Alloum*

8-9-78





**TERRY**

DEVELOPMENT CORP. / GENERAL CONTRACTORS

August 4, 1978

Adams & Homan  
2936 Vineville Avenue  
Macon, Ga. 31204

Re: Headquarters Fire Station

Gentlemen:

As by your request, we propose to execute changes in work to substitute 6'-0" deep manhole in lieu of existing blind box.

BREAKDOWN

WORK BY SUB-CONTRACTOR:

Storm & Drain - See attached breakdown by Maxey Bros.  
dated June 21, 1978

|                       |              |
|-----------------------|--------------|
| Direct Cost to G.C.   | \$434.00     |
| 7½% G.C. Fee & O'head | <u>32.55</u> |

Total this change - ADD - \$466.55

Very truly yours,

TERRY DEVELOPMENT CORPORATION

*Tony Salloum*  
Tony Salloum

TS:mk  
Enclosure



# Maxey Brothers, Inc.

Route 1 Box 64 • Bishop, Georgia 30621 • (404) 769-6267

June 21, 1978

Mr. Tony Salloun  
Terry Development Corporation  
355 Oneta Street  
Athens, Georgia 30601

Dear Tony,

Listed below is our price for changing a blind box to a manhole which catch basin #1 drains into.

|                                           |                 |
|-------------------------------------------|-----------------|
| 6 ft. manhole riser at \$30.00.....       | \$180.00        |
| 1 manhole ring and cover at \$104.00..... | 104.00          |
| Labor and equipment.....                  | 150.00          |
|                                           | <u>\$434.00</u> |

Cordially,

*Henry C. Maxey*  
Henry C. Maxey, President

HCM/ghm



Mayor and Council of the City of Athens  
Athens, Georgia

Re: Headquarters Fire Station  
Athens, Georgia  
Change Order No. 3

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Add two duplex receptacles in space 016 for telephone equipment and general purpose use. The outlet for telephone equipment shall be on a separate circuit to the emergency panel EA.
4. This change order is deemed necessary by and originated with Architect.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.

9. SUMMARY (ADJUSTED CONTRACT PRICE)

|                                            |                  |                    |
|--------------------------------------------|------------------|--------------------|
| Original Contract Sum . . . . .            |                  | \$713,600.00       |
| <u>Change Order No.</u>                    | <u>Additions</u> | <u>Deductions</u>  |
| 1                                          | \$ 1,485.31      | None               |
| 2                                          | \$ 466.55        | None               |
| Net Addition of all approved change orders |                  | \$ <u>1,951.86</u> |



Total Adjusted Contract Price prior to this change order      \$715,551.86

This Change Order No. 3 (Add)      \$ 74.62

TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . . \$715,626.48

RECOMMENDED FOR OWNER'S ACCEPTANCE:

A. Stanford Adams,  
Supervising Architect

By *AS*  
8-8-78 *ALP*

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By *Cony Fallone*  
8-9-78

AGREED:

Mayor and Council of the City of  
Athens

By *W. B. B. Jr.*



Mayor and Council of the City of  
Athens  
Athens, Georgia

Date November 29, 1978

Re: Headquarters Fire Station  
Athens, Georgia  
Change Order No. 4

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.

3. DESCRIPTION OF CHANGE:

Provide paper towel holders no. 694 by Charles Parker in lieu of no. 700 specified.

4. This change order is deemed necessary by and originated with Architect.

5. The amount of the change order was determined by estimate and acceptance in lump sum.

6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.

7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.

8. The contractor shall be allowed NONE additional calendar days for completion.

9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00

| <u>Change Order No.</u> | <u>Additions</u> | <u>Deductions</u> |
|-------------------------|------------------|-------------------|
| 1                       | \$1,485.31       | NONE              |
| 2                       | \$466.55         | NONE              |
| 3                       | \$74.62          | NONE              |

Net addition of all approved change orders \$ 2,026.48



Total Adjusted Contract Price prior to this change order \$715,626.48

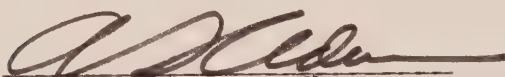
This Change Order No. 4 (Add) \$ 90.00

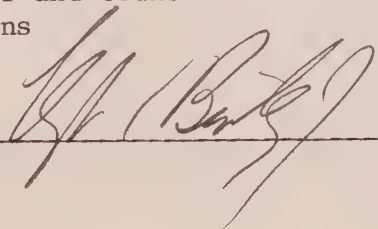
TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . . \$715,716.48

RECOMMENDED FOR OWNER'S ACCEPTANCE:      AGREED:

A. Stanford Adams  
Supervising Architect

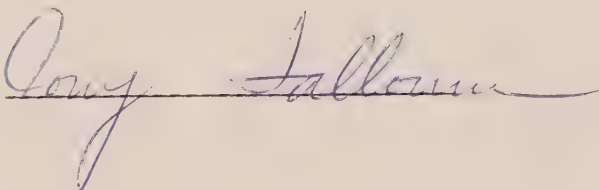
Mayor and Council of the City of  
Athens

By   
11.30.78

By 

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By 



| REFERENCE SLIP                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                       | DATE      |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|-----------|------------------|
| <div style="display: flex; justify-content: space-between;"> <span>TO: Name or Title</span> <span>Dept.</span> </div>                                                                                                                                                                                                                                                                                                                  |  |                       | Initials  | Date             |
| 1. <i>Johnny Fowler</i>                                                                                                                                                                                                                                                                                                                                                                                                                |  |                       |           |                  |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |           |                  |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |           |                  |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |           |                  |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                       |           |                  |
| Approval                                                                                                                                                                                                                                                                                                                                                                                                                               |  | Initial for Clearance |           | Per Conversation |
| As Requested                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Necessary Action      |           | Prepare Reply    |
| Comment                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Note and Forward      |           | See Me           |
| <input checked="" type="checkbox"/> For Your Information                                                                                                                                                                                                                                                                                                                                                                               |  | Note and Return       |           | Signature        |
| <div style="border: 1px solid black; min-height: 200px; margin-top: 10px;"> <p style="font-weight: bold; margin-top: 0;">REMARKS OR ADDITIONAL ROUTING</p> <div style="font-size: 1.2em; margin-top: 20px;"> <p><i>Change order # 6 on Fire Station for your files.</i></p> <div style="text-align: right; margin-top: 50px;"> <i>Jerry</i> </div> <p style="font-style: italic; margin-top: 20px;">this is original</p> </div> </div> |  |                       |           |                  |
| FROM: (Name and Dept.)                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                       | PHONE NO. |                  |



Mayor and Council of the City  
of Athens  
Athens, Georgia

Date March 26, 1979

Re: Change Order No. 6  
Headquarters Fire Station  
Athens, Georgia

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Add three 12V. D.C. battery chargers in space 104. Wire to six ceiling mounted reel units in space 101. See drawing SD-3 dated March 8, 1979.
4. This change order is deemed necessary by and originated with the Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE + additional calendar days for completion.
9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00



| <u>Change Order No.</u>                                  | <u>Additions</u> | <u>Deductions</u>    |
|----------------------------------------------------------|------------------|----------------------|
| 1                                                        | \$1,485.31       | None                 |
| 2                                                        | \$466.55         | None                 |
| 3                                                        | \$74.62          | None                 |
| 4                                                        | \$90.00          | None                 |
| 5                                                        | \$203.73         | None                 |
| Net Addition of all approved change orders               |                  | \$ <u>2,320.21</u>   |
| Total Adjusted Contract Price prior to this change order |                  | \$ <u>715,920.21</u> |
| This Change Order No. 6 (Add)                            |                  | \$ <u>1,692.37</u>   |
| TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . .          |                  | \$ <u>717,612.58</u> |

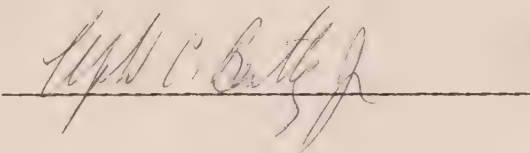
RECOMMENDED FOR OWNER'S ACCEPTANCE:

AGREED:

A. Stanford Adams  
Architect

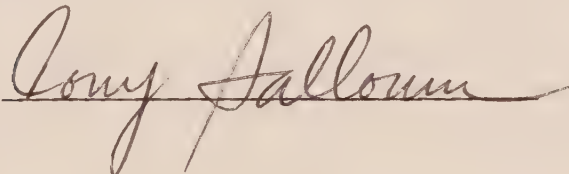
Mayor and Council of the City of  
Athens

By 

By 

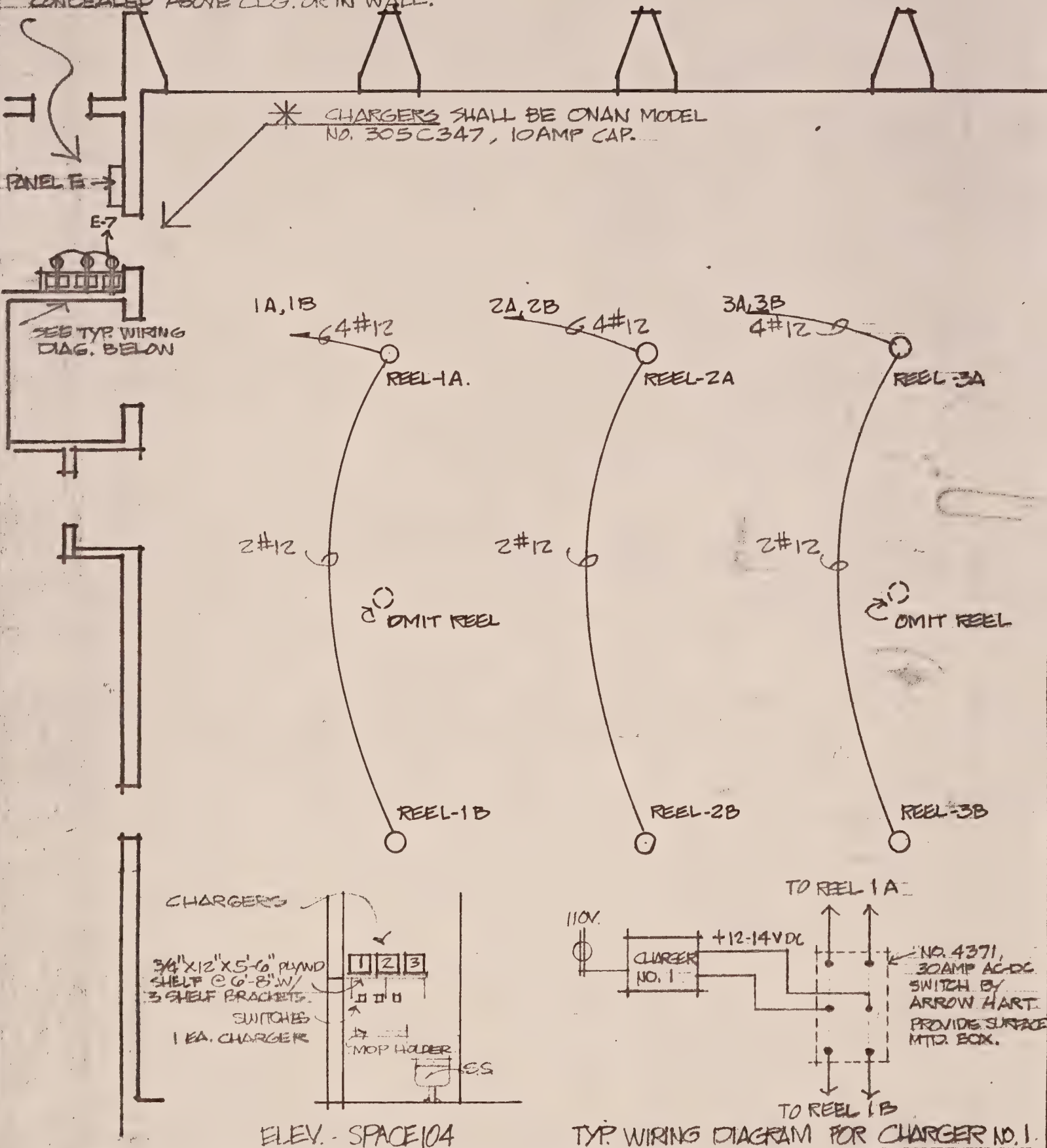
APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By 



CONDUIT SHALL BE RUN EXPOSED  
IN MECH. ROOM ONLY. ALL  
OTHER CONDUIT SHALL BE  
CONCEALED ABOVE CLG. OR IN WALL.



HEADQUARTERS FIRE STATION  
CITY OF ATHENS  
ADAMS AND HOMAN, ARCHITECTS

3.8.79

SD-3





# TERRY

DEVELOPMENT CORP. / GENERAL CONTRACTORS

March 26, 1979

Adams & Homan, Architects  
2936 Vineville Avenue  
Macon, Ga. 31204

Re: Headquarters Fire Station

Gentlemen:

As by your request, we propose to execute changes in work to rewire the reel units as shown on drawing SD-3 dated 3-8-79.

### Cost Breakdown

#### Work by Sub-Contractor:

|                                                                |               |
|----------------------------------------------------------------|---------------|
| Electrical Work                                                | \$1,574.30    |
| (See attached breakdown by Vickery Electric-<br>dated 3-21-79) |               |
| 7½% General Contractor fee & Overhead                          | <u>118.07</u> |
| Total this change - ADD                                        | 1,692.37      |

Yours truly,

TERRY DEVELOPMENT CORP.

*Tony Salloum*  
Tony Salloum

Enclosure  
TS/ts





# Vickery Electric Co., Inc.

Commercial and Industrial Wiring

LEXINGTON HIGHWAY  
P. O. BOX 503  
ATHENS, GEORGIA 30601  
PHONE (404) 548-2387

March 21, 1979

Terry Development Corp.  
P.O.Box 1552  
Athens, Ga. 30603

Re: Athens, Fire Station

Gentlemen:

This is my change order proposal as requested by you to furnish material and labor to rewire the reel units as shown on drawing SD-3 dated 3-8-79.

|                             |      |          |        |
|-----------------------------|------|----------|--------|
| FSL box                     | 1    | 3.72ea   | 3.72   |
| FS box                      | 3    | 3.36ea   | 10.08  |
| FSC box                     | 1    | 4.51ea   | 4.51   |
| FSS box                     | 3    | 3.72ea   | 11.16  |
| Duplex receptacle           | 3    | 3.98ea   | 11.94  |
| FS receptacle plate         | 3    | .89ea    | 2.67   |
| 1/2" EMT                    | 230' | 13.74c   | 31.60  |
| Connectors                  | 16   | .38ea    | 6.08   |
| Couplins                    | 23   | .38ea    | 8.74   |
| #12 wire                    | 560  | 46.03m   | 25.78  |
| Onan Modal #305C347 Charger | 3    | 248.00ea | 744.00 |
| 30Amp #4371 Arrow Hart Sw.  | 3    | 28.15ea  | 84.45  |
| FS sw. plate                | 3    | .89ea    | 2.67   |
| Raw plugs                   | 12   | .12ea    | 1.44   |
| Screws                      | 12   | .09ea    | 1.08   |

s/tax

949.92  
38.00  
987.92

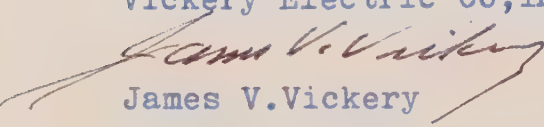
|             |        |       |              |
|-------------|--------|-------|--------------|
| Electrician | 6.25hr | 24hrs | 150.00       |
| Electrician | 5.00hr |       | 120.00       |
| 20% W/C     |        |       | <u>54.00</u> |

total

324.00  
1311.92  
262.38  
1574.30

20% Overhead and profit  
Total cost of change

Yours truly,  
Vickery Electric Co., Inc.

  
James V. Vickery



| REFERENCE SLIP                                                                                                                                                                                                                                                                      |                                                                                                                   | DATE<br><span style="font-size: 1.2em;">4-10-79</span> |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------|
| <b>TO:</b>                                                                                                                                                                                                                                                                          | <div style="display: flex; justify-content: space-between;"> <span>Name or Title</span> <span>Dept.</span> </div> | <b>Initials</b>                                        | <b>Date</b>             |
| 1.                                                                                                                                                                                                                                                                                  | <i>Johnny Fowler</i>                                                                                              |                                                        |                         |
| 2.                                                                                                                                                                                                                                                                                  |                                                                                                                   |                                                        |                         |
| 3.                                                                                                                                                                                                                                                                                  |                                                                                                                   |                                                        |                         |
| 4.                                                                                                                                                                                                                                                                                  |                                                                                                                   |                                                        |                         |
| 5.                                                                                                                                                                                                                                                                                  |                                                                                                                   |                                                        |                         |
|                                                                                                                                                                                                                                                                                     | <b>Approval</b>                                                                                                   | <b>Initial for Clearance</b>                           | <b>Per Conversation</b> |
|                                                                                                                                                                                                                                                                                     | <b>As Requested</b>                                                                                               | <b>Necessary Action</b>                                | <b>Prepare Reply</b>    |
|                                                                                                                                                                                                                                                                                     | <b>Comment</b>                                                                                                    | <b>Note and Forward</b>                                | <b>See Me</b>           |
| ✓                                                                                                                                                                                                                                                                                   | <b>For Your Information</b>                                                                                       | <b>Note and Return</b>                                 | <b>Signature</b>        |
| <b>REMARKS OR ADDITIONAL ROUTING</b>                                                                                                                                                                                                                                                |                                                                                                                   |                                                        |                         |
| <div style="font-family: cursive; font-size: 1.2em;">             Johnny - Attached is change<br/>             orders # 7 and 8 on Headquarters<br/>             Fire Station for your files -<br/> <div style="text-align: right; margin-top: 20px;"> <i>John M.</i> </div> </div> |                                                                                                                   |                                                        |                         |
| <b>FROM: (Name and Dept.)</b>                                                                                                                                                                                                                                                       |                                                                                                                   |                                                        | <b>PHONE NO.</b>        |
|                                                                                                                                                                                                                                                                                     |                                                                                                                   |                                                        | Ext 29                  |



Mayor and Council of the  
City of Athens  
Athens, Georgia

Date April 5, 1979

Re: Change Order No. 7  
Headquarters Fire Station  
Athens, Georgia

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Add electrical service to air compressor to be furnished by Owner. See drawing SD-2 dated March 6, 1979.
4. This change order is deemed necessary by and originated with the Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.

9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00

| <u>Change Order No.</u> | <u>Additions</u> | <u>Deductions</u> |
|-------------------------|------------------|-------------------|
| 1                       | \$1,485.31       | NONE              |
| 2                       | \$466.55         | NONE              |
| 3                       | \$74.62          | NONE              |
| 4                       | \$90.00          | NONE              |
| 5                       | \$203.73         | NONE              |
| 6                       | \$1,692.37       | NONE              |



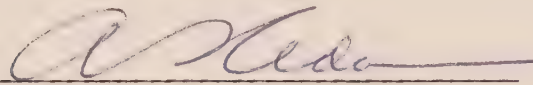
|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Net Addition of all approved change orders               | \$ <u>4,012.58</u>   |
| Total Adjusted Contract Price prior to this change order | \$ <u>717,612.58</u> |
| This Change Order No. 7(Add)                             | \$ <u>327.72</u>     |
| TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . .          | \$ <u>717,940.30</u> |

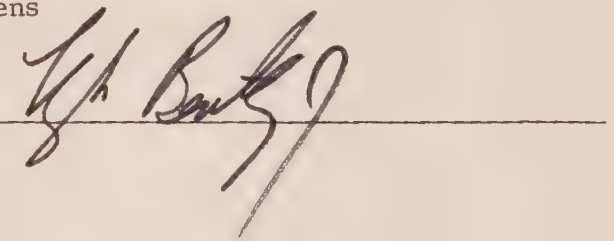
RECOMMENDED FOR OWNER'S ACCEPTANCE:

AGREED:

A. Stanford Adams  
Supervising Architect

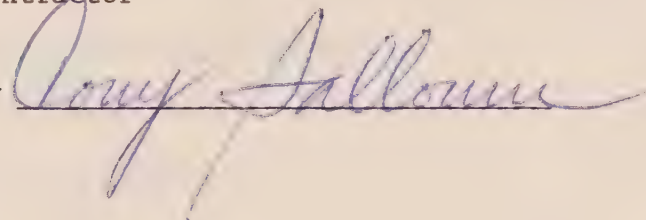
Mayor and Council of the City of  
Athens

By 

By 

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By 





# TERRY

DEVELOPMENT CORP. / GENERAL CONTRACTORS

April 4, 1979

Adams & Homan, Architects  
2936 Vineville Avenue  
Macon, Georgia 31204

Re: Headquarters Fire Station  
Athens, Georgia

Gentlemen:

As by your request, we propose to execute changes in the work to wire the air compressor (furnished by owner) as shown on drawing SD-2 dated 3-6-79.

## BREAKDOWN

### Work by General Contractor:

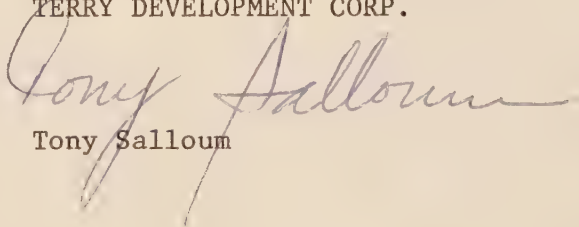
|               |          |          |
|---------------|----------|----------|
| CONCRETE PAD. | LUMP SUM | \$ 85.00 |
|---------------|----------|----------|

### Work by Sub-Contract:

|                                                                        |              |               |
|------------------------------------------------------------------------|--------------|---------------|
| ELECTRICAL (see attached breakdown by<br>Vickery Elect. dated 3-20-79) | \$225.79     |               |
| 7½% G.C. fee & Overhead                                                | <u>16.93</u> |               |
|                                                                        |              | <u>242.72</u> |
| Total this change - ADD                                                |              | \$327.72      |

Very truly yours,

TERRY DEVELOPMENT CORP.

  
Tony Salloum

Enclosure  
TS/ts





# Vickery Electric Co., Inc.

Commercial and Industrial Wiring

LEXINGTON HIGHWAY  
P. O. BOX 503  
ATHENS, GEORGIA 30601  
PHONE (404) 548-2387

April 4, 1979

Terry Development Corp.  
P.O.Box 1552  
Athens, Ga. 30603

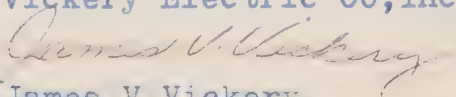
Re: Athens Fire Station

Gentlemen:

This is my change order Proposal as requested by you to wire the air-compressor as shown on drawing SD-2 dated 3-6-79.

|                         |        |         |               |
|-------------------------|--------|---------|---------------|
| 80 Amp 3/p breaker      | 1      | 40.00ea | 40.00         |
| 1" EMT                  | 30'    | 29.72c  | 8.92          |
| Connectors              | 2      | .85ea   | 1.70          |
| Couplins                | 3      | .82ea   | 2.46          |
| 1/2" EMT                | 30'    | 13.74c  | 4.12          |
| Connectors              | 2      | .38ea   | .76           |
| Couplins                | 3      | .38ea   | 1.14          |
| #12 wire                | 60'    | 46.03m  | 2.76          |
| #4 wire                 | 60'    | 253.62m | 15.22         |
|                         |        |         | <u>77.08</u>  |
|                         |        | s/tax   | 3.08          |
|                         |        |         | <u>80.16</u>  |
| Electrician             | 6.25hr | 8hrs    | 50.00         |
| Electrician             | 5.00hr | 8hrs    | 40.00         |
|                         |        |         | <u>90.00</u>  |
| 20% W/C I/tax           |        |         | <u>18.00</u>  |
|                         |        |         | 108.00        |
|                         |        |         | <u>188.16</u> |
| 20% Overhead and Profit |        |         | 37.63         |
| Total cost:             |        |         | <u>225.79</u> |

Yours truly,  
Vickery Electric Co., Inc.

  
James V. Vickery



ADD 1-80A-3P BREAKER  
IN MDP. W/ 3#4 COPPER  
IN 1" CONDUIT TO STARTER  
ON A.C. ROUTE CONDUIT  
VERTICAL AT A.C. AND SECURE  
TO STL JTS.

PROVIDE 36" X 66" X 4"  
CONC. PAD UNDER A.C.

MDP

ED

AIR COMPRESSOR  
BY OWNER

NOTE: LOCATION OF A.C.  
IS APPROXIMATE.

\* AIR COMPRESSOR MOTOR:  
15 hp. 208V. 3 $\phi$

\* CONTROL VOLTAGE: 110V

### PARTIAL FLOOR PLAN - SPACE 104

NOTE: STARTER FURNISHED BY OWNER.

HEADQUARTERS FIRE STATION  
CITY OF ATHENS

ADAMS AND WOMAN, ARCHITECTS

3.6.79

SD.2



Mayor and Council of the City  
of Athens  
Athens, Georgia

Date April 5, 1979

Re: Change Order No. 8  
Headquarters Fire Station  
Athens, Georgia

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Credit for difference in specified allowance (\$30.00/sheet) for paneling and cost of paneling (\$22.86). Total number of sheets - 48.  
  

|               |            |                    |   |                 |
|---------------|------------|--------------------|---|-----------------|
| \$30.00-      | allowance  | 48 sheets x \$7.14 | = | <u>\$342.72</u> |
| <u>22.86-</u> | cost       |                    |   |                 |
| \$ 7.14-      | difference |                    |   |                 |
4. This change order is deemed necessary by and originated with the Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.
9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00

| <u>Change Order No.</u> | <u>Additions</u> | <u>Deductions</u> |
|-------------------------|------------------|-------------------|
| 1                       | \$1,485.31       | NONE              |
| 2                       | \$466.55         | NONE              |
| 3                       | \$74.62          | NONE              |
| 4                       | \$90.00          | NONE              |
| 5                       | \$203.73         | NONE              |
| 6                       | \$1,692.37       | NONE              |
| 7                       | \$327.72         | NONE              |



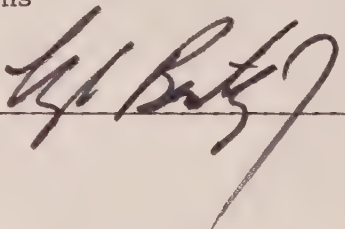
|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Net Addition of all approved change orders               | \$ <u>4,340.30</u>   |
| Total adjusted contract price prior to this change order | \$ <u>717,940.30</u> |
| This change order no. 8 (Deduct)                         | \$ <u>342.72</u>     |
| TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . .          | \$ <u>717,597.58</u> |

RECOMMENDED FOR OWNER'S ACCEPTANCE:      AGREED:

A. Stanford Adams  
Supervising Architect

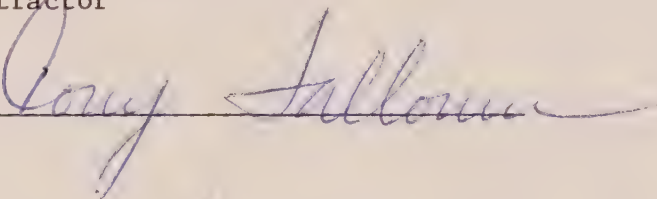
Mayor and Council of the City  
of Athens

By 

By 

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By 



## MEMORANDUM

Date: 6-30-78

To: JOHNNY FOWLER - MARGIE HUFF

From: JERRY MYERS

Subject: HEADQUARTERS FIRE STATION

Please find attached certificates of insurance on the following subcontractors;

- 1 - Moisture Control
- 2 - Vickery Electric
- 3 - John's Roofing
- 4 - Andrew's Plumbing
- 5 - Boland Bonded
- 6 - Southeastern Roof

Please file with Headquarters Fire Station Contract.

Jerry Myers



June 29, 1978

Mr. Tony Salloum  
Terry Development Corp.  
P. O. Box 1552  
Athens, Georgia 30601

Re: Headquarters Fire Station

Dear Tony:

We have received the following subcontractors certificates of insurance.

\*Moisture Control, Inc.  
Vickery Electric Co.  
John's Roofing  
Andrews Plumbing  
Boland Bonded Pest Control  
Southeastern Roof Decks

The above firms are permitted to perform work on the site of subject project.

Yours very truly,

  
A. Stanford Adams, Architect, AIA

ASA/dp

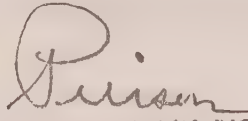
cc: Mr. Jerry Myers

\* Moisture Control, Inc.'s policy will expire 7/1/78. Please have this policy renewed and submitted to my office.



Hartford Policy # 20WE 600409 - Vickery Electric Co., Inc.

The insurance company agrees that the above policy shall not be cancelled, changed, or allowed to lapse until ten (10) days written notice has been received by Terry Development Corp., 355 Oneta St., Athens, Ga., as evidenced by return receipt of registered letter.

   
LEE E. STRAUD & PIERSON, INC.  
Agent



# Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

|                                                                                                                                                  |  |                               |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|-----------------------------------------------|
| NAME AND ADDRESS OF AGENCY<br><b>E. H. Crump Company of Georgia, Inc.</b><br><b>100 Colony Square - Box 348</b><br><b>Atlanta- Georgia 30361</b> |  | COMPANIES AFFORDING COVERAGES |                                               |
|                                                                                                                                                  |  | COMPANY LETTER <b>A</b>       | <b>Federal Insurance Company</b>              |
|                                                                                                                                                  |  | COMPANY LETTER <b>B</b>       | <b>Mission Insurance Company</b>              |
|                                                                                                                                                  |  | COMPANY LETTER <b>C</b>       | <b>Fidelity &amp; Casualty Co of New York</b> |
|                                                                                                                                                  |  | COMPANY LETTER <b>D</b>       |                                               |
|                                                                                                                                                  |  | COMPANY LETTER <b>E</b>       |                                               |
| NAME AND ADDRESS OF INSURED<br><b>Southeastern Roof Decks, Inc.</b><br><b>860 Wylie Street, S.E.</b><br><b>Atlanta, Georgia 30316</b>            |  |                               |                                               |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                        | POLICY NUMBER  | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)     |          |                 |
|----------------|--------------------------------------------------------------------------|----------------|------------------------|--------------------------------------------|----------|-----------------|
| A              | <b>GENERAL LIABILITY</b>                                                 | (79)7101 01 26 | 5-1-79                 |                                            |          |                 |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                |                        | BODILY INJURY                              | \$ 300   | \$ 300          |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |                |                        | PROPERTY DAMAGE                            | \$ 100   | \$ 200          |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                   |                |                        |                                            |          |                 |
|                | <input type="checkbox"/> UNDERGROUND HAZARD                              |                |                        |                                            |          |                 |
| A              | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD | (79)7101 01 26 | 5-1-79                 | BODILY INJURY AND PROPERTY DAMAGE COMBINED |          |                 |
|                | <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE                |                |                        |                                            |          |                 |
|                | <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE           |                |                        |                                            |          |                 |
|                | <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS              |                |                        |                                            |          |                 |
|                | <input checked="" type="checkbox"/> PERSONAL INJURY                      |                |                        | PERSONAL INJURY                            |          | \$ 300          |
| A              | <b>AUTOMOBILE LIABILITY</b>                                              | (79)7101 01 26 | 5-1-79                 |                                            |          |                 |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                |                        | BODILY INJURY (EACH PERSON)                | \$ 250   |                 |
|                | <input checked="" type="checkbox"/> OWNED                                |                |                        | BODILY INJURY (EACH OCCURRENCE)            | \$ 500   |                 |
|                | <input checked="" type="checkbox"/> HIRED                                |                |                        | PROPERTY DAMAGE                            | \$ 100   |                 |
|                | <input checked="" type="checkbox"/> NON-OWNED                            |                |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED |          |                 |
| B              | <b>EXCESS LIABILITY</b>                                                  | M 83 54 96     | 5-1-79                 |                                            |          |                 |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM                        |                |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000 | \$ 1,000        |
| C              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    | 626 08 65      | 5-1-79                 |                                            |          |                 |
|                | <b>OTHER</b>                                                             |                |                        |                                            | \$ 100   | (EACH ACCIDENT) |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

**JOB: Headquarters Fire Station**  
**Athens, Georgia**

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

**Terry Development Corporation**  
**P. O. Box 1552**  
**Athens, Georgia 30601**

DATE ISSUED: **May 2, 1978**

*R. Wayne Reynolds*  
AUTHORIZED REPRESENTATIVE





### Certificate of Insurance

The company certifies that the insurance policies indicated below are in effect on the date of this certificate.

Name of Insured and Mailing Address (Street, City, State or Province, ZIP or Postal Code)

Policy Period:

**Boland Bonded Pest Control Co., Inc.**  
**P.O. Box 109**  
**Athens, Georgia 30603**

from **Nov. 11, 1978**

to **Nov. 11, 1978**

☒ 12:01 A.M. ☐ Noon

Standard Time, at the address of the insured

For each policy the following schedule indicates the basic type of insurance provided with the limit of the insurer's liability or maximum amount payable for loss.

**This certificate is only a statement of the existence of the policy or policies of insurance herein referred to and neither affirmatively nor negatively amends, extends or alters the coverage afforded by any policy described herein.**

|               |                                       |                                                                                                              | Limits of Liability or Amount of Coverage |                |            |                    |
|---------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------|------------|--------------------|
| Policy Number | Type of Insurance                     | Coverage                                                                                                     | One Person                                | One Occurrence | Aggregate  |                    |
| CP 799798     | Liability<br>Other Than<br>Automobile | Bodily Injury                                                                                                | \$ 300,000                                | \$ 300,000     | \$ 300,000 |                    |
|               |                                       | Property Damage                                                                                              |                                           | \$ 100,000     | \$ 100,000 |                    |
|               |                                       | Combined                                                                                                     |                                           | \$             |            |                    |
|               | Automobile<br>Liability               | Bodily Injury                                                                                                | \$ 300,000                                | \$ 300,000     |            |                    |
|               |                                       | Property Damage                                                                                              |                                           | \$ 100,000     |            |                    |
|               |                                       | Combined                                                                                                     |                                           | \$             |            |                    |
|               |                                       |                                                                                                              |                                           |                |            |                    |
|               | Property<br>Insurance                 | Building(s)<br>Personal Property<br>Business Interruption                                                    | Perils Insured Against                    |                | Coins. %   | Limit of Liability |
|               |                                       |                                                                                                              |                                           |                |            |                    |
|               |                                       |                                                                                                              |                                           |                |            |                    |
|               |                                       | Location:                                                                                                    |                                           |                |            |                    |
| WC 264429     | Workmen's<br>Compensation             | Subject to the terms of the Workmen's<br>Compensation laws of the state in<br>which policy affords coverage. |                                           |                |            |                    |

Location of risk covered, or description of automobile or contract covered, or description and location of operations or work covered:

**Headquarters Fire Station**  
**College Avenue at Madison Avenue**  
**Athens, Georgia**

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company. Certificate is issued to: Name and Address

**Terry Development Corp.**  
**P.O. Box 1552**  
**Athens, Georgia 30603**

**10** day prior notice of cancellation to  
 certificate holder has been endorsed to policy No.(s):

☐ If an "x" in box - limits of liability have been  
 increased only for operations or work described  
 above.

**Any statement on reverse side is void.**

Dated **Athens** on **May 8, 1978**

By *William J. Powell*  
 SAFECO INSURANCE COMPANY OF AMERICA  
 GENERAL INSURANCE COMPANY OF AMERICA  
 FIRST NATIONAL INSURANCE COMPANY OF AMERICA



# Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

## NAME AND ADDRESS OF AGENCY

Fickling & Walker Ins. Agency, Inc.  
P. O. Box 7718  
Macon, Georgia 31204

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** The Continental Insurance Co.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

## NAME AND ADDRESS OF INSURED

Andrews Plumbing Co., Inc.  
Rt. #14, Box 36B  
Macon, Georgia 31201

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                        | POLICY NUMBER  | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)     |                 |           |
|----------------|--------------------------------------------------------------------------|----------------|------------------------|--------------------------------------------|-----------------|-----------|
|                |                                                                          |                |                        |                                            | EACH OCCURRENCE | AGGREGATE |
| A              | <b>GENERAL LIABILITY</b>                                                 | CBP 700041     | 2/13/80                | BODILY INJURY                              | \$              | \$        |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                |                        | PROPERTY DAMAGE                            | \$              | \$        |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |                |                        |                                            |                 |           |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                   |                |                        |                                            |                 |           |
|                | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                   |                |                        |                                            |                 |           |
| A              | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD | CBP 700041     | 2/13/80                | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 300          | \$ 300    |
|                | <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE                |                |                        |                                            |                 |           |
|                | <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE           |                |                        |                                            |                 |           |
|                | <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS              |                |                        |                                            |                 |           |
|                | <input checked="" type="checkbox"/> PERSONAL INJURY                      |                |                        |                                            |                 |           |
| A              | <b>AUTOMOBILE LIABILITY</b>                                              | CBP 700041     | 2/13/80                | BODILY INJURY (EACH PERSON)                | \$ 250          |           |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |                |                        | BODILY INJURY (EACH OCCURRENCE)            | \$ 500          |           |
|                | <input checked="" type="checkbox"/> OWNED                                |                |                        | PROPERTY DAMAGE                            | \$ 100          |           |
|                | <input checked="" type="checkbox"/> HIRED                                |                |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$              |           |
|                | <input checked="" type="checkbox"/> NON-OWNED                            |                |                        |                                            |                 |           |
| A              | <b>EXCESS LIABILITY</b>                                                  | M 840643       | 2/13/79                | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000        | \$        |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM                        |                |                        |                                            |                 |           |
| A              | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                        | 31W 8 17 76 62 | 2/13/79                | STATUTORY                                  | \$ 100          |           |
|                | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    |                |                        |                                            |                 |           |
|                | <b>OTHER</b>                                                             |                |                        |                                            |                 |           |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Job: Fire Station, City of Athens, Georgia

**Cancellation:** Should any of the above described policies be cancelled before the expiration date hereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

## NAME AND ADDRESS OF CERTIFICATE HOLDER:

Terry Development Corporation  
P. O. Box 1552  
Athens, Georgia 30603

DATE ISSUED: May 15, 1978

*Frank E. Edwards*  
Fickling & Walker Ins. Agency, Inc.  
AUTHORIZED REPRESENTATIVE





# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

## NAME AND ADDRESS OF AGENCY

HARDING-FULLER, INC.  
P. O. Box 876  
Toccoa, Ga. 30577

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** The Home Indemnity Co.

COMPANY LETTER **B** Fireman's Fund Ins. Co.

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

## NAME AND ADDRESS OF INSURED

JOHN'S ROOFING & SHEET METAL CO INC  
P. O. Box 104  
Toccoa, Ga. 30577

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                             | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)     |                 |           |
|----------------|---------------------------------------------------------------|---------------|------------------------|--------------------------------------------|-----------------|-----------|
|                |                                                               |               |                        |                                            | EACH OCCURRENCE | AGGREGATE |
| A              | <b>GENERAL LIABILITY</b>                                      | GA721788      | 6/1/79                 | BODILY INJURY                              | \$500,000       | \$500,000 |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM        |               |                        | PROPERTY DAMAGE                            | \$100,000       | \$300,000 |
|                | <input type="checkbox"/> PREMISES—OPERATIONS                  |               |                        |                                            |                 |           |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD        |               |                        |                                            |                 |           |
|                | <input type="checkbox"/> UNDERGROUND HAZARD                   |               |                        |                                            |                 |           |
|                | <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD |               |                        |                                            |                 |           |
| A              | <b>AUTOMOBILE LIABILITY</b>                                   | BA6000930     | 6/1/79                 | BODILY INJURY (EACH PERSON)                | \$250,000       |           |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM        |               |                        | BODILY INJURY (EACH OCCURRENCE)            | \$500,000       |           |
|                | <input type="checkbox"/> OWNED                                |               |                        | PROPERTY DAMAGE                            | \$100,000       |           |
|                | <input type="checkbox"/> HIRED                                |               |                        |                                            |                 |           |
|                | <input type="checkbox"/> NON-OWNED                            |               |                        |                                            |                 |           |
|                |                                                               |               |                        |                                            |                 |           |
| B              | <b>EXCESS LIABILITY</b>                                       | XLB1279840    | 6/1/79                 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$1,000,000     |           |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM             |               |                        |                                            |                 |           |
| A              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>         | WC9761844     | 6/7/79                 | STATUTORY                                  | 100,000         |           |
|                | <b>OTHER</b>                                                  |               |                        |                                            |                 |           |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Headquarter Fire Station  
College Avenue at Madison Avenue  
Athens, Ga.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

## NAME AND ADDRESS OF CERTIFICATE HOLDER:

Terry Development Corp.  
P. O. Box 1552  
Athens, Ga. 30601

DATE ISSUED: June 12, 1978

Harding-Fuller, Inc.

AUTHORIZED REPRESENTATIVE





# Certificate of Insurance

THIS CERTIFICATE  
THIS POLICY WILL

ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER  
NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY

Hutchins, Cox, Stroud & Pierson, Inc.  
P.O. Box 1347  
Athens, Georgia 30603

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A**

Hartford Accident & Indemnity Co.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

RECEIVED  
APR 23 1978

NAME AND ADDRESS OF INSURED

Vickery Electric Co., Inc.  
P.O. Box 503  
Athens, Georgia 30603

This is to certify that policies of insurance listed below have been issued to the insured named above and are in full force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                        | POLICY NUMBER | POLICY EXPIRATION DATE | TERRY DEVELOPMENT CORP.<br>TERRY of Liability in Thousands (500) |                 |                      |
|----------------|--------------------------------------------------------------------------|---------------|------------------------|------------------------------------------------------------------|-----------------|----------------------|
|                |                                                                          |               |                        |                                                                  | EACH OCCURRENCE | AGGREGATE            |
| A              | <b>GENERAL LIABILITY</b>                                                 | 20C 652482    | 11-1-78                | BODILY INJURY                                                    | \$ 250          | \$ 500 *             |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        | PROPERTY DAMAGE                                                  | \$ 100          | \$ 100               |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED                       |                 |                      |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                   |               |                        | *Applies to Products/Completed Operations Hazard.                |                 | \$ (PERSONAL INJURY) |
|                | <input type="checkbox"/> UNDERGROUND HAZARD                              |               |                        |                                                                  |                 |                      |
|                | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD |               |                        |                                                                  |                 |                      |
|                | <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE                |               |                        |                                                                  |                 |                      |
| A              | <b>AUTOMOBILE LIABILITY</b>                                              | 20C 652482    | 11-1-78                | BODILY INJURY (EACH PERSON)                                      | \$ 250          |                      |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        | BODILY INJURY (EACH OCCURRENCE)                                  | \$ 500          |                      |
|                | <input checked="" type="checkbox"/> OWNED                                |               |                        | PROPERTY DAMAGE                                                  | \$ 100          |                      |
|                | <input checked="" type="checkbox"/> HIRED                                |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED                       |                 |                      |
|                | <input checked="" type="checkbox"/> NON-OWNED                            |               |                        |                                                                  |                 |                      |
|                | <b>EXCESS LIABILITY</b>                                                  |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED                       |                 |                      |
|                | <input type="checkbox"/> UMBRELLA FORM                                   |               |                        |                                                                  |                 |                      |
| A              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    | 20WE 600409   |                        | STATUTORY                                                        |                 |                      |
|                |                                                                          |               |                        |                                                                  | \$ 100,000      | (EACH ACCIDENT)      |
|                | <b>OTHER</b>                                                             |               |                        |                                                                  |                 |                      |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Fire Station Headquarters, College Ave. at Madison Ave., Athens, Ga.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Terry Development Corp.  
355 Oneta St.  
Athens, Georgia 30601

DATE ISSUED:

April 27, 1978

*Lee Pierson*  
HUTCHINS COX SROUD & PIERSON, INC.  
AUTHORIZED REPRESENTATIVE



# COMMERCIAL UNION ASSURANCE COMPANIES

BOSTON, MASSACHUSETTS

## COMMERCIAL UNION INSURANCE COMPANY

(Name of Insurance Company)

### CERTIFICATE OF INSURANCE

Date **5-1-78**

**This is to certify** that the Company named above has issued a policy or policies, covering in accordance with the terms thereof, to the insured named below. It is the intention of the Company that in the event of cancellation of the policy or policies by the Company during the periods of coverage as stated herein, 30 days written notice of such cancellation will be mailed to the party to whom this Certificate is issued, at the address stated below. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies issued by the Company as indicated above.

|                                                                                                                                                         |           |                       |                                                                                                                                                       |               |                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------|
| Name And Address Of Party To Whom This Certificate Is Issued<br><br><b>Terry Development Corp.</b><br><b>P. O. Box 1552</b><br><b>Athens, Ga. 30601</b> |           |                       | Name And Address Of Insured<br><br><b>Moisture Control, Inc.</b><br><b>466 Concord Street</b><br><b>P. O. Box 3425</b><br><b>Macon, Georgia 31205</b> |               |                                                                                                                    |
| Description of Motor Vehicle or Operations of Insured: <b>All Owned, Hired and Non-Owned Automobiles</b><br><b>Waterproofing Operations</b>             |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| Place of Garaging or Location of Operations or Premises: <b>Headquarters Fire Station</b>                                                               |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| <b>TYPE OF POLICY</b>                                                                                                                                   | <b>X*</b> | <b>POLICY NUMBER†</b> | <b>POLICY PERIOD</b>                                                                                                                                  |               | <b>LIMITS OF LIABILITY</b>                                                                                         |
| <b>STANDARD WORKMEN'S COMPENSATION &amp; EMPLOYERS' LIABILITY</b>                                                                                       | <b>X</b>  | <b>CZ G594187</b>     | <b>7-1-77</b>                                                                                                                                         | <b>7-1-78</b> | <b>STATUTORY</b>                                                                                                   |
|                                                                                                                                                         | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 100,000. Coverage B</b>                                                                                      |
| <b>GENERAL LIABILITY</b>                                                                                                                                |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| <b>BODILY INJURY</b>                                                                                                                                    |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| Premises Operations                                                                                                                                     | <b>X</b>  | <b>CZ9727-010</b>     | <b>7-1-77</b>                                                                                                                                         | <b>7-1-78</b> | <b>\$ 500,000. Each Person</b>                                                                                     |
| Elevators                                                                                                                                               | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. Each Occurrence</b><br>{ Aggregate Products<br>{ Aggregate Comp. Operations                         |
| Independent Contractors                                                                                                                                 | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| Products                                                                                                                                                | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| Completed Operations                                                                                                                                    | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| Contractual                                                                                                                                             | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| <b>PROPERTY DAMAGE</b>                                                                                                                                  |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| Premises Operations                                                                                                                                     | <b>X</b>  | <b>CZ9727-010</b>     | <b>7-1-77</b>                                                                                                                                         | <b>7-1-78</b> | <b>\$ 500,000. Each Occurrence</b>                                                                                 |
| Elevators                                                                                                                                               | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. Aggregate Oper</b>                                                                                  |
| Independent Contractors                                                                                                                                 | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. Aggregate Protective</b>                                                                            |
| Products                                                                                                                                                | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. { Aggregate Products</b>                                                                            |
| Completed Operations                                                                                                                                    | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>{ Aggregate Comp. Operations</b>                                                                                |
| Contractual                                                                                                                                             | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. Aggregate Contractual</b>                                                                           |
| <b>AUTOMOBILE LIABILITY</b>                                                                                                                             |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| <b>BODILY INJURY</b>                                                                                                                                    |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| Owned Automobiles                                                                                                                                       | <b>X</b>  | <b>CZ9727-010</b>     | <b>7-1-77</b>                                                                                                                                         | <b>7-1-78</b> | <b>\$ 250,000. Each Person</b>                                                                                     |
| Hired Automobiles                                                                                                                                       | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      | <b>\$ 500,000. Each Occurrence**</b>                                                                               |
| Non-owned Automobiles                                                                                                                                   | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| <b>PROPERTY DAMAGE</b>                                                                                                                                  |           |                       |                                                                                                                                                       |               |                                                                                                                    |
| Owned Automobiles                                                                                                                                       | <b>X</b>  | <b>CZ9727-010</b>     | <b>7-1-77</b>                                                                                                                                         | <b>7-1-78</b> | <b>\$ 100,000. Each Occurrence**</b>                                                                               |
| Hired Automobiles                                                                                                                                       | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| Non-owned Automobiles                                                                                                                                   | <b>X</b>  | <b>"</b>              | <b>"</b>                                                                                                                                              | <b>"</b>      |                                                                                                                    |
| <b>UMBRELLA LIABILITY COVERAGE</b>                                                                                                                      | <b>X</b>  | <b>CZ8727-007</b>     | <b>7-1-75</b>                                                                                                                                         | <b>7-1-78</b> | <b>Combined B.I. and P.D. Single Limit</b><br><b>\$1,000,000. Each Occurrence</b><br><b>\$1,000,000. Aggregate</b> |

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized representative of the Company.

\* Absence of an "X" in these spaces means that insurance is not afforded with respect to the coverages or hazards opposite thereto

\*\* The word "accident" is substituted for the word "occurrence" when policy form G4303 is indicated in the "POLICY NUMBER" column

† If more than one kind of insurance is written on one policy, the policy number need not be repeated.

G15950 13

  
 (Authorized Representative)

**TRUESDEL INSURANCE AGENCY**  
**MACON, GEORGIA**

ORIGINAL



Fire Station

| REFERENCE SLIP                                                                                                                                                                                                                                                                                                                                                                                             |               |                       | DATE      |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|-----------|------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                            |               |                       | 6-6-79    |                  |
| TO:                                                                                                                                                                                                                                                                                                                                                                                                        | Name or Title | Dept.                 | Initials  | Date             |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                         | Johnny Fowler |                       |           |                  |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                         |               |                       |           |                  |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                         |               |                       |           |                  |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                         |               |                       |           |                  |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                         |               |                       |           |                  |
| Approval                                                                                                                                                                                                                                                                                                                                                                                                   |               | Initial for Clearance |           | Per Conversation |
| As Requested                                                                                                                                                                                                                                                                                                                                                                                               |               | Necessary Action      |           | Prepare Reply    |
| Comment                                                                                                                                                                                                                                                                                                                                                                                                    |               | Note and Forward      |           | See Me           |
| For Your Information                                                                                                                                                                                                                                                                                                                                                                                       |               | Note and Return       |           | Signature        |
| <b>REMARKS OR ADDITIONAL ROUTING</b><br><br><div style="font-family: cursive; font-size: 1.2em;"> <p>I have attached letter from Architect on Fire Station - also I have attached original Affidavit for your files - I will give items 2 thru 13 to Chief Eberhart to keep in his files - if you have questions, please call.</p> <p style="text-align: right; font-size: 1.5em;">Jerry Ruyers</p> </div> |               |                       |           |                  |
| FROM: (Name and Dept.)                                                                                                                                                                                                                                                                                                                                                                                     |               |                       | PHONE NO. |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                            |               |                       | 353-8117  |                  |



■ A. STANFORD ADAMS, ARCHITECT

A.I.A.

June 4, 1979

Mr. Jerry Myers, Coordinator  
Physical Projects  
City of Athens  
P. O. Box 1804  
Athens, Georgia 30603

Re: Headquarters Fire Station

Dear Jerry:

Enclosed please find four copies of the Contractor's Final Request for Payment. The amount of \$71,009.28 is approved for payment.

A sum of \$14,000 has been retained pending completion of the punch list made on May 15, 1979. An additional sum of \$1,000 is being retained pending the balancing of the heating and air conditioning systems.

Attached please find the following final documents from the general contractor.

1. Statutory Affidavit - 2 copies
2. 20 Year Roof and Flashing Bond - 2 copies
3. 2 Year Roofers Guarantee
4. 10 Year Warranty on Insulated Glass
5. 5 Year Termite Warranty
6. Hardware Supplier's Certificate
7. Terrazzo Maintenance and Care Instructions
8. Heating and Air Conditioning Subcontractor's 1 Year Warranty
9. Plumbing Subcontractor's 1 Year Warranty - 3 Copies
10. Certificate on fireproofing
11. Certificate on overhead doors
12. Heating and Air Conditioning Maintenance and Operating Brochures containing warranties on equipment.
13. Plumbing Maintenance and Operating Brochure containing warranties on equipment.

Yours very truly,



A. Stanford Adams, Architect, AIA

ASA/dp  
Enc.



STATUTORY AFFIDAVIT

STATE OF GEORGIA, COUNTY OF Clarke

FROM Terry Development Corp.

(Contractor)

TO: City of Athens, Athens, Georgia, (OWNER)

RE: Contract entered into the 19th day of April, 19 78, between the above-mentioned parties for the construction of Headquarters Fire Station, College Avenue at Madison Avenue at Athens, Georgia

KNOW ALL MEN BY THESE PRESENTS:

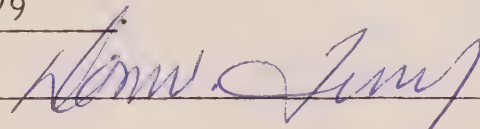
1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are no out standing claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this

8th day of May, 19 79

  
\_\_\_\_\_  
Don W. Terry

\_\_\_\_\_  
President, Terry Development Corp.

Personally appeared before the undersigned, Don W. Terry

\_\_\_\_\_  
who after being duly sworn, depose (s) and say (s)  
that the facts stated in the above affidavit are true.

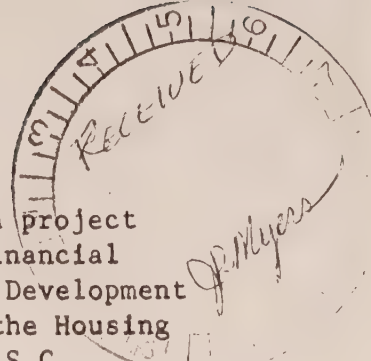
  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Clarke County, Georgia.  
This 8th day of May, 19 79, My commission expires \_\_\_\_\_

My Commission Expires Sept. 10, 1979



SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968

- 
- a.) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c.) The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d.) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.



- e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.



# TERRY DEVELOPMENT CORPORATION

P. O. Box 1552 Athens, Georgia 30603

To:

Mr. Jerry Myers

## TRANSMITTAL LETTER

Job No. J-760

Date 3/2/79

Re: Headquarters Fire Station

We transmit to you ☒ herewith \_\_\_\_\_ under separate cover:

|                                                      |                                                             |
|------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Shop Drawings               | <input checked="" type="checkbox"/> For Comment or Approval |
| <input type="checkbox"/> Brochures                   | <input type="checkbox"/> For your Action                    |
| <input type="checkbox"/> Correspondence              | <input type="checkbox"/> For Information and File           |
| <input type="checkbox"/> Submittals                  | <input type="checkbox"/> For Signature                      |
| <input type="checkbox"/> Plans and/or Specifications | <input checked="" type="checkbox"/> Signed                  |
| <input type="checkbox"/> Samples                     | <input type="checkbox"/> As Requested                       |
| <input type="checkbox"/> Other                       | <input type="checkbox"/> Please return                      |

Comment:

Copies

Number-Description

Prepared By

Approved

Approved As Noted

Returned For  
Correction - Resubmit

3 #

Change Order #5

Copy To:

file

TERRY DEVELOPMENT CORPORATION

By: Tony Salloum



Mayor and Council of the City of      Date February 28, 1979  
Athens  
Athens, Georgia

Re: Headquarters Fire Station  
Athens, Georgia  
Change Order No. 5

1. Submission of this change order was authorized by the Owner.
2. The changes hereinafter described are applicable to the contract for the construction of HEADQUARTERS FIRE STATION, executed by and between the Owner and Terry Development Corp., Contractor, dated April 19, 1978.
3. DESCRIPTION OF CHANGE:  
  
Carpet selected by Owner exceeds specified allowance in the amount of \$.66 (sixty-six cents) per yard.
4. This change order is deemed necessary by and originated with the Owner.
5. The amount of the change order was determined by estimate and acceptance in lump sum.
6. A memorandum is attached showing cost breakdown of labor and materials by units and quantities as prepared by the Contractor.
7. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.
8. The contractor shall be allowed NONE additional calendar days for completion.

9. SUMMARY (ADJUSTED CONTRACT PRICE)

Original Contract Sum . . . . . \$713,600.00

| <u>Change Order No.</u> | <u>Additions</u> | <u>Deductions</u> |
|-------------------------|------------------|-------------------|
| 1                       | \$1,485.31       | NONE              |
| 2                       | \$466.55         | NONE              |
| 3                       | \$74.62          | NONE              |
| 4                       | \$90.00          | NONE              |



Net Addition of all approved change orders \$ 2,116.48  
Total Adjusted Contract Price prior to this change order \$ 715,716.48  
This Change Order No. 5 (Add) \$ 203.73  
TOTAL CURRENT ADJUSTED CONTRACT PRICE . . . . . \$ 715,920.21

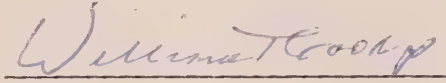
RECOMMENDED FOR OWNER'S ACCEPTANCE:

AGREED:

A. Stanford Adams  
Supervising Architect

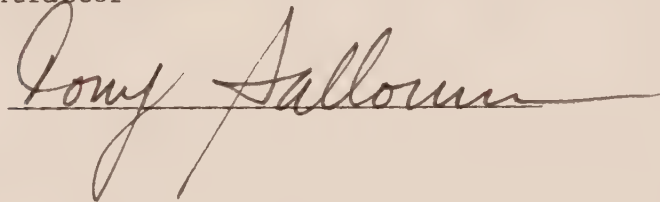
Mayor and Council of the City of  
Athens

By 

By 

APPROVED AND AGREED:

Terry Development Corp.  
Contractor

By 



A. Quotation from Persian Rug Co., Inc.:

307 yds @ \$17.66 = \$5,422.73

B. Allowance specified for carpet:

307 yds. @ \$17.00 = \$5,219.00

Net Difference - \$ 203.73



# Proposal

Page No. \_\_\_\_\_

of \_\_\_\_\_

Pages \_\_\_\_\_

PROPOSAL FORM NO. 100, INC.  
1000  
1000  
1000  
1000

PROPOSAL SUBMITTED TO \_\_\_\_\_

PHONE \_\_\_\_\_

DATE \_\_\_\_\_

STREET \_\_\_\_\_

JOB NAME \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

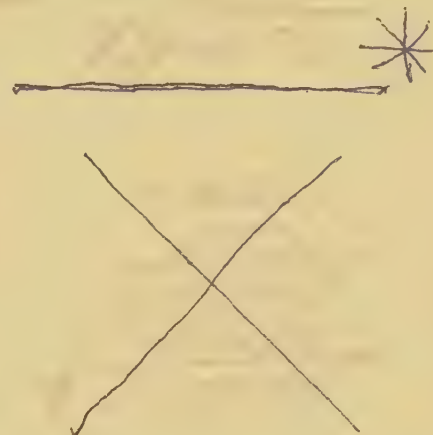
JOB LOCATION \_\_\_\_\_

ARCHITECT \_\_\_\_\_

DATE OF PLANS \_\_\_\_\_

JOB PHONE \_\_\_\_\_

We hereby submit specifications and estimates for:



307 yards  
required.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



May 11, 1978

Mr. Tony Salloun, Vice President  
Terry Development Corporation  
Post Office Box 1552  
Athens, Georgia 30601

RE: Fire Station

Dear Mr. Salloun:

This is to acknowledge receipt of your letter to Jerry Myers regarding the start and completion date of your contract. Originally, your completion date was stated as May 20, 1979 in your notice to proceed. At your request, you have asked that May 15, 1978 be considered the official start of construction which would make your completion date June 1, 1979. We have no objection to this change and it is approved. Please file this letter as proof of such for future reference.

Please be reminded that any days you do not work (due to inclement weather) must be reported to us in writing no later than 10 days after such date. Otherwise, credit for those days will not be awarded. If you have any questions, please call.

Sincerely,

H. L. Pittard  
City Engineer

HLP/jt

cc: Stan Adams, Architect  
Jerry Myers, CD Department  
Johnny Fowler, City Clerk ✓  
Gary Duck, Engineering





# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Hutchins, Cox,  
Stroud & Pierson, Inc.  
P. O. Box 1347  
Atlanta, Georgia 30603

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Hartford Insurance Group

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Maxey Brothers, Inc.  
Rt. # 1  
Bishop, Georgia 30621

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                        | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)            |                 |           |
|----------------|--------------------------------------------------------------------------|---------------|------------------------|---------------------------------------------------|-----------------|-----------|
|                |                                                                          |               |                        |                                                   | EACH OCCURRENCE | AGGREGATE |
| A              | <b>GENERAL LIABILITY</b>                                                 | 20 C 650763   | 6-3-78                 | BODILY INJURY                                     | \$ 300          | \$ 300 *  |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        | PROPERTY DAMAGE                                   | \$ 100          | \$ 100    |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                   |               |                        |                                                   |                 |           |
|                | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                   |               |                        |                                                   |                 |           |
| A              | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD | 20 C650763    |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED        |                 |           |
|                | <input type="checkbox"/> CONTRACTUAL INSURANCE                           |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE                      |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> INDEPENDENT CONTRACTORS                         |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> PERSONAL INJURY                                 |               |                        |                                                   |                 |           |
| A              | <b>AUTOMOBILE LIABILITY</b>                                              | 20 C650763    |                        | *Applies to Products/Completed Operations Hazard. |                 |           |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        | BODILY INJURY (EACH PERSON)                       | 100             |           |
|                | <input checked="" type="checkbox"/> OWNED                                |               |                        | BODILY INJURY (EACH OCCURRENCE)                   | 300             |           |
|                | <input checked="" type="checkbox"/> HIRED                                |               |                        | PROPERTY DAMAGE                                   | 100             |           |
|                | <input checked="" type="checkbox"/> NON-OWNED                            |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED        |                 |           |
| A              | <b>EXCESS LIABILITY</b>                                                  | 20 HU 310521  | 7-12-78                | BODILY INJURY AND PROPERTY DAMAGE COMBINED        | 1,000,000.      |           |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM                        |               |                        |                                                   |                 |           |
| A              | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                        | 20 WE 606185  | 3-10-79                | STATUTORY                                         |                 |           |
|                | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    |               |                        |                                                   | 100,000.        |           |
|                | <b>OTHER</b>                                                             |               |                        |                                                   |                 |           |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Fire Station, College Avenue, Athens, Ga.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Terry Development Corp.  
P. O. Box 1552  
Athens, Georgia 30603

DATE ISSUED: 5-8-78

*Lee Pierson*  
HUTCHINS, COX, STROUD & PIERSON, INC.

AUTHORIZED REPRESENTATIVE





# Certificate of Insurance

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NAME AND ADDRESS OF AGENCY

Hutchins, Cox,  
Stroud & Pierson, Inc.  
P. O. Box 1347  
Atlanta, Georgia 30603

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Hartford Insurance Group

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Maxey Brothers, Inc.  
Rt. # 1  
Bishop, Georgia 30621

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                        | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)            |                 |           |
|----------------|--------------------------------------------------------------------------|---------------|------------------------|---------------------------------------------------|-----------------|-----------|
|                |                                                                          |               |                        |                                                   | EACH OCCURRENCE | AGGREGATE |
| A              | <b>GENERAL LIABILITY</b>                                                 | 20 C 650763   | 6-3-78                 | BODILY INJURY                                     | \$ 300          | \$ 300    |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        | PROPERTY DAMAGE                                   | \$ 100          | \$ 100    |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                  |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                   |               |                        |                                                   |                 |           |
|                | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                   |               |                        |                                                   |                 |           |
| A              | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD | 20 C650763    |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED        |                 |           |
|                | <input type="checkbox"/> CONTRACTUAL INSURANCE                           |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE                      |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> INDEPENDENT CONTRACTORS                         |               |                        |                                                   |                 |           |
|                | <input type="checkbox"/> PERSONAL INJURY                                 |               |                        |                                                   |                 |           |
| A              | <b>AUTOMOBILE LIABILITY</b>                                              | 20 C650763    |                        | *Applies to Products/Completed Operations Hazard. |                 |           |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                   |               |                        |                                                   | \$ 300          | \$ 300    |
|                | <input checked="" type="checkbox"/> OWNED                                |               |                        |                                                   |                 |           |
|                | <input checked="" type="checkbox"/> HIRED                                |               |                        |                                                   |                 |           |
|                | <input checked="" type="checkbox"/> NON-OWNED                            |               |                        |                                                   |                 |           |
| A              | <b>EXCESS LIABILITY</b>                                                  | 20 HU 310521  | 7-12-78                | BODILY INJURY (EACH PERSON)                       | \$ 100          |           |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM                        |               |                        | BODILY INJURY (EACH OCCURRENCE)                   | \$ 300          |           |
|                | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                        |               |                        | PROPERTY DAMAGE                                   | \$ 100          |           |
|                |                                                                          |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED        |                 |           |
|                |                                                                          |               |                        |                                                   |                 |           |
| A              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                    | 20 WE 606185  | 3-10-79                | BODILY INJURY AND PROPERTY DAMAGE COMBINED        | \$1,000,000.    |           |
|                |                                                                          |               |                        |                                                   |                 |           |
|                |                                                                          |               |                        |                                                   |                 |           |
|                |                                                                          |               |                        |                                                   |                 |           |
|                |                                                                          |               |                        |                                                   |                 |           |
|                | <b>OTHER</b>                                                             |               |                        |                                                   |                 |           |
|                |                                                                          |               |                        |                                                   |                 |           |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Fire Station, College Avenue, Athens, Ga.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Terry Development Corp.  
P. O. Box 1552  
Athens, Georgia 30603

DATE ISSUED 5-8-78

*P. Pierson*  
HUTCHINS, COX, STROUD & PIERSON, INC.

AUTHORIZED REPRESENTATIVE





# Certificate of Insurance

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## NAME AND ADDRESS OF AGENCY

Hutchins, Cox,  
Stroud & Pierson, Inc.  
P. O. Box 1347  
Atlanta, Georgia 30603

## COMPANIES AFFORDING COVERAGES

COMPANY  
LETTER

**A**

Hartford Insurance Group

COMPANY  
LETTER

**B**

COMPANY  
LETTER

**C**

COMPANY  
LETTER

**D**

COMPANY  
LETTER

**E**

## NAME AND ADDRESS OF INSURED

Maxey Brothers, Inc.  
Rt. # 1  
Bishop, Georgia 30621

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY<br>LETTER | TYPE OF INSURANCE                                                           | POLICY NUMBER | POLICY<br>EXPIRATION DATE | Limits of Liability in Thousands (000)               |                    |                             |
|-------------------|-----------------------------------------------------------------------------|---------------|---------------------------|------------------------------------------------------|--------------------|-----------------------------|
|                   |                                                                             |               |                           |                                                      | EACH<br>OCCURRENCE | AGGREGATE                   |
| A                 | <b>GENERAL LIABILITY</b>                                                    | 20 C 650763   | 6-3-78                    | BODILY INJURY                                        | \$ 300             | \$ 300 *                    |
|                   | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                      |               |                           | PROPERTY DAMAGE                                      | \$ 100             | \$ 100                      |
|                   | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                     |               |                           |                                                      |                    |                             |
|                   | <input type="checkbox"/> EXPLOSION AND COLLAPSE<br>HAZARD                   |               |                           |                                                      |                    |                             |
|                   | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                      |               |                           |                                                      |                    |                             |
| A                 | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED<br>OPERATIONS HAZARD | 20 C650763    |                           | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED     | \$                 | \$                          |
|                   | <input type="checkbox"/> CONTRACTUAL INSURANCE                              |               |                           |                                                      |                    |                             |
|                   | <input type="checkbox"/> BROAD FORM PROPERTY<br>DAMAGE                      |               |                           |                                                      |                    |                             |
|                   | <input type="checkbox"/> INDEPENDENT CONTRACTORS                            |               |                           |                                                      |                    |                             |
|                   | <input type="checkbox"/> PERSONAL INJURY                                    |               |                           |                                                      |                    |                             |
| A                 | <b>AUTOMOBILE LIABILITY</b>                                                 | 20 C650763    |                           | *Applies to Products/Completed<br>Operations Hazard. |                    |                             |
|                   | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                      |               |                           |                                                      |                    | \$ 300<br>(PERSONAL INJURY) |
|                   | <input checked="" type="checkbox"/> OWNED                                   |               |                           | BODILY INJURY<br>(EACH PERSON)                       | \$ 100             |                             |
|                   | <input checked="" type="checkbox"/> HIRED                                   |               |                           | BODILY INJURY<br>(EACH OCCURRENCE)                   | \$ 300             |                             |
|                   | <input checked="" type="checkbox"/> NON-OWNED                               |               |                           | PROPERTY DAMAGE                                      | \$ 100             |                             |
| A                 | <b>EXCESS LIABILITY</b>                                                     | 20 HU 310521  | 7-12-78                   | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED     | \$                 |                             |
|                   | <input checked="" type="checkbox"/> UMBRELLA FORM                           |               |                           |                                                      |                    |                             |
|                   | <input type="checkbox"/> OTHER THAN UMBRELLA<br>FORM                        |               |                           |                                                      |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
| A                 | <b>WORKERS' COMPENSATION<br/>and<br/>EMPLOYERS' LIABILITY</b>               | 20 WE 606185  | 3-10-79                   | STATUTORY                                            |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
|                   |                                                                             |               |                           |                                                      |                    |                             |
|                   | <b>OTHER</b>                                                                |               |                           |                                                      |                    |                             |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Fire Station, College Avenue, Athens, Ga.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

## NAME AND ADDRESS OF CERTIFICATE HOLDER:

Terry Development Corp.  
P. O. Box 1552  
Athens, Georgia 30603

DATE ISSUED

5-8-78

*Lee Pierson*  
HUTCHINS, COX, STROUD & PIERSON, INC.

AUTHORIZED REPRESENTATIVE



Memorandum  
May 11, 1978

To: Johnny Fowler, Clerk/Treasurer

From: Jerry Myers, CD Department 

Subject: Headquarters Fire Station

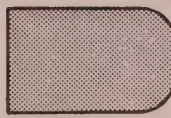
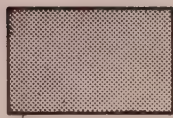
I have attached the Insurance Certificate for subcontractor Maxey Brothers on the Fire Station. I have also attached a letter regarding the change in completion date of the contract.

Please file appropriately in Fire Station file.

JRM/jt

Attachments





COMMUNITY  
DEVELOPMENT  
DEPARTMENT

May 2, 1978

M E M O R A N D U M

TO : JOHNNY FOWLER

FROM: JERRY MYERS 

RE : HEADQUARTERS FIRE STATION

Please find attached the executed contractual documents with Terry Development Corporation on the Headquarters Fire Station. Please review as necessary and file. If you have any questions, please call.



CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the 19th day of April 19 78, by and between the Mayor and Council of the City of Athens, party of the first part (hereinafter called the "Owner"), and Terry Development Corporation, party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.
2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 382 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of one hundred (\$100.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of Seven hundred thirteen thousand six hundred Dollars (\$ 713,600 ).



4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.
5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original contract.

WITNESS (As to Contractor)  
Signed and Sealed in the  
presence of:

\*CONTRACTOR

Melba Keller  
Carol Bradshaw

TERRY DEVELOPMENT CORPORATION  
By: Don W. Terry  
Title: President

ATTEST: (SEAL)

Edward L. Sewell  
Secretary Edward L. Sewell

(SEAL)

J C Fowler  
(Recorder)

MAYOR AND COUNCIL OF THE CITY OF  
ATHENS

By: W. C. Bailey  
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: [Signature]  
Attorney, for the Mayor  
and Council of the City  
of Athens

\*Note: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.



PERFORMANCE BOND

CLARKE COUNTY            )  
                               ) ss:  
 STATE OF GEORGIA        )

KNOW ALL MEN BY THESE PRESENTS, that we Terry Development Corporation, hereinafter known as the "Contractor", as principal, and St. Paul Fire & Marine Insurance Company, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens, hereinafter known as the "Owner", in the penal sum of Seven hundred thirteen thousand, six hundred & ~~00~~<sup>00</sup> ~~1100~~<sup>00</sup> dollars (\$ ~~713,600.00~~ ) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 19th DAY OF April, 19 78.

WHEREAS, the above bounden Terry Development Corporation by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Headquarters Fire Station, College Ave. at Madison Ave., City of Athens, Georgia

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Terry Development Corporation shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.



AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF Terry Development Corporation, as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, Terry Development Corporation, as Contractor and St. Paul Fire & Marine Insurance Co., as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said Terry Development Corporation, as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said Terry Development Corporation as Contractor, and St. Paul Fire & Marine Insurance Co. as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnify and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.



Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said Terry Development Corporation has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Don W. Terry, President and the said St. Paul Fire & Marine Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Lewis L. Scruggs, Jr., Attorney-in-fact.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Mrs. Kellam  
Carol H. Bradshaw

\*CONTRACTOR

(SEAL)

Terry Development Corporation

By: Don W. Terry  
(Name) Don W. Terry, President (Title)

ATTEST:

Edward L. Swell  
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Harley C. Rollins  
Patricia McEwen

APPROVED AS TO FORM:

[Signature]  
City Attorney

SURETY

(SEAL)

St. Paul Fire & Marine Insurance Co.

By: Lewis L. Scruggs, Jr.  
Attorney in Fact

COUNTERSIGNED:

By: [Signature]  
Resident Agent  
(Resident of Clarke County)

\*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved

[Signature]  
City Clerk



**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**  
**ST. PAUL, MINNESOTA**

(A Capital Stock Company)

**Fidelity and Surety  
Department**

**CERTIFIED COPY OF POWER OF ATTORNEY**

**Original on File at Home Office of Company. See Certification.**

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

**L. L. Scruggs and Lewis L. Scruggs, Jr., individually, Athens, Georgia**

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,--Section 6(C), of the By-Laws adopted by the Board of Directors of the **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this **8th** day of **August** A. D. 19 **75**  
**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

STATE OF MINNESOTA }  
 County of Ramsey } s s.

*Vice President.*

On this **8th** day of **August** 19 **75**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

**V.C. INNES**  
 Notary Public, Ramsey County, Minn.  
 My Commission Expires April 27, 1983

**CERTIFICATION**

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,\* with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **19th** day of **April** 19**78**.

*Secretary.*

\*Unlimited as to character and amount.



PAYMENT BOND

CLARKE COUNTY            )  
                                   ) ss:  
 STATE OF GEORGIA        )

KNOW ALL MEN BY THESE PRESENTS, that we Terry Development Corporation, hereinafter known as the "Contractor", as principal, and St. Paul Fire & Marine Insurance Company, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner" in the penal sum of Seven hundred thirteen thousand, six hundred & 00/100 Dollars (\$ 713,600.00 ) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 19th DAY OF April, 1978.

WHEREAS, the above bounden Terry Development Corporation by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Headquarters Fire Station, College Ave. at Madison Ave., City of Athens, Georgia. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Terry Development Corporation and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said Terry Development Corporation and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.



PROVIDED, however, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.



IN WITNESS WHEREOF, the said Terry Development Corporation  
 has caused its  
 corporate seal to be hereto affixed, and these presents to be signed in  
 its name by Don W. Terry, President and the said St. Paul  
Fire & Marine Insurance Co. as surety, has caused  
 corporate seal to be  
 hereto affixed and these presents to be signed in its name by Lewis L. Scruggs, Jr., Attorney-in-fact.

(As to Contractor)

Terry Development Corporation  
 (SEAL)  
 \*CONTRACTOR

Signed, sealed and delivered in  
 the presence of:

By: Don W. Terry  
 (Name) (Title)  
 Don W. Terry, President

Meera Kellar  
Carol H. Bradshaw

(As to Surety)

ATTEST:

Edward L. Swell  
 Secretary

Signed, sealed and delivered in  
 the presence of:

Gayle C. Rollins  
Patricia McEoy

SURETY: (SEAL)  
St. Paul Fire & Marine Insurance Co.

By: Lewis L. Scruggs, Jr.  
 Attorney in Fact  
 Lewis L. Scruggs, Jr.

APPROVED AS TO FORM:

[Signature]  
 City Attorney

COUNTERSIGNED:

By: Lewis L. Scruggs, Jr.  
 Resident Agent  
 (Resident of Clarke County)

**\*NOTE:** If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the Corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

approved J C Rollins



ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
ST. PAUL, MINNESOTA

(A Capital Stock Company)

Fidelity and Surety  
Department

## CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

L. L. Scruggs and Lewis L. Scruggs, Jr., individually, Athens, Georgia

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,—Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and

its corporate seal to be affixed by its authorized officer, this 8th day of August A. D. 19 75  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }  
County of Ramsey } s s.

Vice President,

On this 8th day of August 1975, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal,  
at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 27, 1983

## CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,\* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of April 1978.

Secretary.

\*Unlimited as to character and amount.



# Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

|                                                                                                           |  |                                      |                                           |
|-----------------------------------------------------------------------------------------------------------|--|--------------------------------------|-------------------------------------------|
| NAME AND ADDRESS OF AGENCY<br><b>Athens Insurers, Inc.</b><br>P. O. Box 626<br>Athens, GA 30603           |  | <b>COMPANIES AFFORDING COVERAGES</b> |                                           |
|                                                                                                           |  | COMPANY LETTER <b>A</b>              | United States Fidelity & Guaranty Company |
|                                                                                                           |  | COMPANY LETTER <b>B</b>              | Crum & Forster Insurance Co.              |
|                                                                                                           |  | COMPANY LETTER <b>C</b>              |                                           |
|                                                                                                           |  | COMPANY LETTER <b>D</b>              |                                           |
|                                                                                                           |  | COMPANY LETTER <b>E</b>              |                                           |
| NAME AND ADDRESS OF INSURED<br><b>Terry Development Corporation</b><br>P. O. Box 1552<br>Athens, GA 30603 |  |                                      |                                           |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE                                                                                      | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000)     |                 |                 |
|----------------|--------------------------------------------------------------------------------------------------------|---------------|------------------------|--------------------------------------------|-----------------|-----------------|
|                |                                                                                                        |               |                        |                                            | EACH OCCURRENCE | AGGREGATE       |
| A              | <b>GENERAL LIABILITY</b>                                                                               | 1CCB38466     | 12/31/78               | BODILY INJURY                              | \$ 500          | \$ 500          |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                                                 |               |                        | PROPERTY DAMAGE                            | \$ 100          | \$ 500          |
|                | <input checked="" type="checkbox"/> PREMISES—OPERATIONS                                                |               |                        |                                            |                 |                 |
|                | <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD                                      |               |                        |                                            |                 |                 |
|                | <input checked="" type="checkbox"/> UNDERGROUND HAZARD                                                 |               |                        |                                            |                 |                 |
|                | <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD                               |               |                        |                                            |                 |                 |
|                | <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE                                              |               |                        |                                            |                 |                 |
| A              | <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE                                         | 1CCB38466     | 12/31/78               | BODILY INJURY AND PROPERTY DAMAGE COMBINED |                 |                 |
|                | <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS                                            |               |                        |                                            |                 |                 |
|                | <input checked="" type="checkbox"/> PERSONAL INJURY                                                    |               |                        |                                            |                 |                 |
|                |                                                                                                        |               |                        | PERSONAL INJURY                            |                 | 500             |
|                |                                                                                                        |               |                        |                                            |                 |                 |
| A              | <b>AUTOMOBILE LIABILITY</b>                                                                            | 1CCB38466     | 12/31/78               | BODILY INJURY (EACH PERSON)                | \$ 500          |                 |
|                | <input checked="" type="checkbox"/> COMPREHENSIVE FORM                                                 |               |                        | BODILY INJURY (EACH OCCURRENCE)            | \$ 500          |                 |
|                | <input checked="" type="checkbox"/> OWNED                                                              |               |                        | PROPERTY DAMAGE                            | \$ 100          |                 |
|                | <input checked="" type="checkbox"/> HIRED                                                              |               |                        | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$              |                 |
|                | <input checked="" type="checkbox"/> NON-OWNED                                                          |               |                        |                                            |                 |                 |
| B              | <b>EXCESS LIABILITY</b>                                                                                | 520 356944 7  | 12/31/78               | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 2,000        | \$ 2,000        |
|                | <input checked="" type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM |               |                        |                                            |                 |                 |
| A              | <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>                                                  | 1023900434511 | 12/31/78               | STATUTORY                                  |                 |                 |
|                | <b>OTHER</b>                                                                                           |               |                        |                                            | \$ 100          | (EACH ACCIDENT) |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Covering operations of the insured in the State of Georgia and specifically at Headquarters Fire Station, City of Athens, GA. (Explosion is covered on an exposure basis subject to prior inspection and approval of insurance company engineer.)

**Cancellation:** Should any of the above described policies be cancelled before the expiration date hereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

**City of Athens**  
Athens, GA 30601

DATE ISSUED: **April 20, 1978**

*L. L. Schupp, Jr.*  
AUTHORIZED REPRESENTATIVE



SECTION C

PROPOSAL FORM

The Mayor and Council  
of the City of Athens, Georgia

Date: March 9, 1978

Re: Headquarters Fire Station  
City of Athens, Georgia

Gentlemen:

C-01. Having carefully examined the specifications entitled HEADQUARTERS FIRE STATION, and the drawings of the same title numbered A1 to A14, inclusive, A1 to S5, inclusive, P1 and P2, inclusive, M1 and M2, inclusive, E1 to E3, inclusive and U1, all dated January 20, 1978 and Addendum (a) No. (s) 1 and 2 as well as the premises and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work in accordance with the aforesaid documents for the sum of Seven Thousand Six Hundred Dollars (\$ 7,600.00) which sum is hereinafter called the "Base Bid".

C-02. The undersigned further proposes that should the following alternate be accepted and be incorporated in the contract, the Base Bid will be altered in each case as follows:

Alternate No. 1 - Omit Vehicle Maintenance Building

Deduct the sum of Sixty Two Thousand Eight Dollars (\$ 62,800.00)

C-03. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of forty-five (45) days following such time.

C-04. In case he be notified in writing by mail, telegraph, or delivery of the acceptance of this proposal within forty-five (45) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days the Construction Agreement for the work for the above stated compensation and at the same time to furnish and deliver to the Owner a performance bond and a payment bond in the form and amount required.

C-05. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the Owner and to complete fully all work in 382 consecutive calendar days from and including said date.



C-06. Inclosed herewith is a bid bond in the amount of

Five Percent of Bid (5%)

Dollars (\$ 5% of Bid )

being not less than 5% of the Base Bid. The undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute the contract and to furnish the performance bond and the payment bond in case this proposal is accepted and further agrees to the following:

C-07. If this proposal is accepted within forty-five (45) days after the date set for the opening of bids and the undersigned fails to execute the contract within ten (10) days after written notice of such acceptance or if he fails to furnish both a performance bond and a payment bond, the obligation of the bid bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise the obligation of the bond will be null and void.

C-08. The bidder submits the following statement of bidder's qualifications.



BIDDER'S QUALIFICATIONS

(to be subscribed and sworn to before a notary public)

Name of bidder Terry Development Corporation

Street Address 355 Oneta St., P.O. Box 1552, Athens, Ga. 30603

When Organized 1962

Where Incorporated Georgia

Plan of Organization Corporation

Number of years engaged in the contracting business under the present firm name

16

Credit available for this contract \$ Adequate

Amount of contracts now in hand \$ 3,534,291.00

Projects (Constructed or under construction) of comparable size and complexity:  
(List Four)

Project: Athens Y.M.C.A. Approx. Cost \$1,000,000.00

U. of Ga. Infirmary \$1,000,000.00

Buford High School \$1,000,000.00

Conner Hall - U. of Ga. \$2,000,000.00

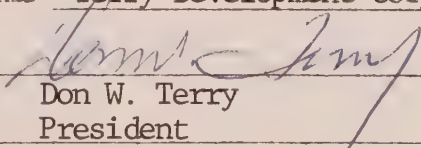
The bidder has never refused to sign a contract at the original bid. No

The bidder has never been declared in default on a contract. No

Remarks: \_\_\_\_\_

Date March 9, 1978

Firm Name Terry Development Corporation

By 

Don W. Terry

Title President

  
(Notary Public)

Notary Public, Georgia, State at Large

My Commission Expires Feb. 21, 1982



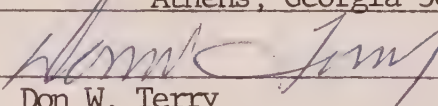
B-09. The foregoing statement of qualifications is submitted under oath.

Respectfully submitted,

Name Terry Development Corporation

Street Address 355 Oneta St.,

Athens, Georgia 30603

By 

Title Don W. Terry  
President

The full names and addresses of persons and firms interested in the foregoing bids as principals are as follows:

Single Entity

The legal name of the bidder is:

Terry Development Corporation



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Terry Development Corporation, as Principal, and St. Paul Fire & Marine Insurance Company, as Surety, are hereby held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner", in the penal sum of Five Percent of Bid Dollars (\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this 9th day of March, 1978.

The Condition of the above obligation is such that whereas the Principal has submitted to the Mayor and Council of the City of Athens, a certain Bid attached hereto and made a part hereof to enter into a contract in writing, for the complete work of construction of Headquarters Fire Station, Athens, Georgia, for the amount of As per attached proposal form - Paragraph C-01 Dollars (\$           ).

NOW, THEREFORE:

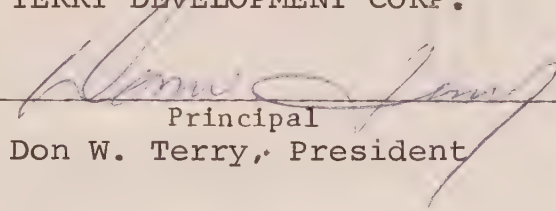
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

TERRY DEVELOPMENT CORP.

  
Principal

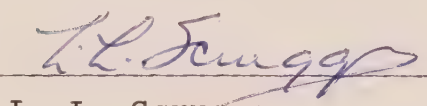
(L.S.)

Don W. Terry, President

ST. PAUL FIRE & MARINE INSURANCE CO.

Surety

By:

  
L. L. Scruggs

Attorney-in-fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**  
**ST. PAUL, MINNESOTA**

(A Capital Stock Company)

Fidelity and Surety  
 Department

**CERTIFIED COPY OF POWER OF ATTORNEY**

**Original on File at Home Office of Company. See Certification.**

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

**L. L. Scruggs and Lewis L. Scruggs, Jr., individually, Athens, Georgia**

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,—Section 6(C), of the By-Laws adopted by the Board of Directors of the **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this **8th** day of **August** A. D. 19 **75**

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

STATE OF MINNESOTA }  
 County of Ramsey } s s.

*Vice President,*

On this **8th** day of **August** 19 **75**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

**V.C. INNES**  
 Notary Public, Ramsey County, Minn.  
 My Commission Expires April 27, 1983

**CERTIFICATION**

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,\* with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **9th** day of **March** 19 **78**.

*Secretary.*



Athens, Georgia

Contract

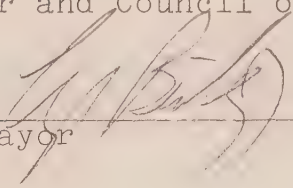
Amendment To Contract

The Contract entered into by and between the Mayor and Council of the City of Athens, and Adams and Homan, Architects, of Macon, Georgia, dated October 20, 1977, is hereby amended as follows:

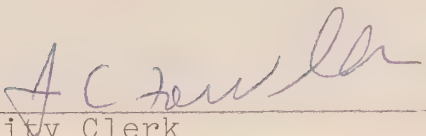
Reference is made to the exhibit appended to the agreement entitled "Fixed Fee". Section II, Paragraph B, Sentences 2 and 3. Sentences 2 and 3 shall be deleted and changed to read as follows:

2. Employees' time (other than principals) at a rate of \$15 (Fifteen Dollars) per hour.
3. Services of professional consultants at a rate of \$45 (Fourty-five Dollars) per hour.

Mayor and Council of the City of Athens

By: 

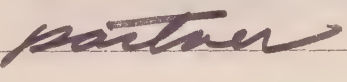
Mayor

Attest: 

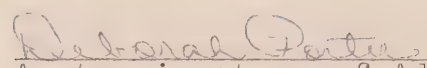
City Clerk

Adams and Homan

By: 

Title: 

Witness:



As to signature of Adams and Homan



Athens, Georgia

Contract

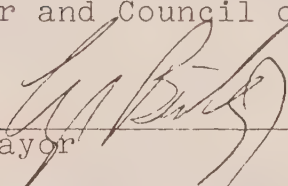
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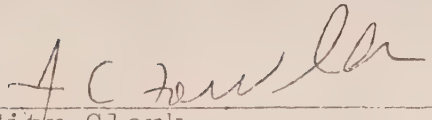
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Mayor and Council of the City of Athens

By: 

Mayor

Attest: 

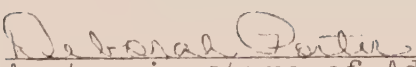
City Clerk

Adams and Homan

By: 

Title: 

Witness:



As to signature of Adams and Homan





A. STANFORD ADAMS, ARCHITECT

A.I.A.

May 3, 1978

Mr. Jerry Myers, Coordinator  
Physical Projects  
City of Athens  
301 College Avenue  
Athens, Georgia 30601

Re: Headquarters Fire Station

Dear Jerry:

Enclosed please find the original of the Builders Risk policy for subject project. The policy is approved. I am retaining a carbon copy of this insurance policy for my files.

Yours very truly,



A. Stanford Adams, Architect, AIA

ASA/dp  
Enc.





COMMUNITY  
DEVELOPMENT  
DEPARTMENT

May 5, 1978

MEMORANDUM

TO: JOHNNY FOWLER, CITY CLERK/TREASURER  
FROM: JERRY MYERS, COMMUNITY DEVELOPMENT  
RE: HEADQUARTERS FIRE STATION

Please find attached the original Builders Risk Insurance Policy on Terry Development Corporation on the Headquarters Fire Station. This policy should be included with the other legal documents I forwarded to your office May 3rd. The contractor will be required to return this policy back to the insurance company upon completion of the job. I will be forwarding to you the Builders Risk policies of all of the subcontractors as I receive them. They too, will have to be returned upon completion of the work. I have listed below all those documents you should have to date:

1. Construction Agreement
2. Performance Bond
3. Payment Bond
4. Certificate of Insurance (General Liability)
5. Proposal
6. Bidder's Qualifications
7. Bid Bond
8. Power of Attorney
9. Addendum One, Two, and Three
10. One complete set of specifications with all contractual documents
11. Builder's Risk Policy (Terry)

If you have any questions, please call.



No. 748 50 91

New



COVERAGE IS PROVIDED IN THE  
COMPANY DESIGNATED BY NUMBER  
A STOCK INSURANCE COMPANY  
(HEREIN CALLED THE COMPANY)

- 1 NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA.
- 2 AMERICAN HOME ASSURANCE COMPANY
- 3 THE INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA

Insured's Name and Mailing Address

Terry Development Corporation and  
Headquarters Fire Station  
City of Athens  
P. O. Box 1552, Athens, Georgia 30603

POLICY PERIOD: FROM 4-19-78 TO 4-19-79 AT NOON, STANDARD TIME  
AT PLACE OF ISSUANCE Years 1

MEMBERS OF THE  
AMERICAN INTERNATIONAL GROUP  
EXECUTIVE OFFICES  
102 MAIDEN LANE  
NEW YORK, N.Y.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

| AMOUNT                            | RATE | PREPAID TERM<br>PREMIUM DUE<br>AT INCEPTION | ANNUAL PAYMENT<br>DUE UNDER DEF.<br>PREM. PAY. PLAN | PERIL(S) Insured Against and Cover-<br>age(s) Provided (Insert Name of Each) |
|-----------------------------------|------|---------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------|
| \$ 713,600.00                     | \$   | \$ Included                                 | \$                                                  | FIRE AND LIGHTNING                                                           |
| x x x x x x                       | \$   | \$ In Master                                | \$                                                  | EXTENDED COVERAGE, V&MM                                                      |
|                                   | \$   | \$ Policy                                   | \$                                                  |                                                                              |
|                                   | \$   | \$                                          | \$                                                  |                                                                              |
| \$ TOTAL PREMIUM                  |      | TOTAL(S) \$                                 | \$                                                  |                                                                              |
| FOR POLICY TERM UNDER D. P. P. P. |      |                                             |                                                     |                                                                              |

| Item<br>No. | Amount Fire or Fire<br>and Extended Cov-<br>erage, or Other Peril | Per Cent of<br>Co-Insurance<br>Applicable | DESCRIPTION AND LOCATION OF PROPERTY COVERED<br>Show construction, type of roof and occupancy of building(s) covered or<br>containing the property covered. If occupied as a dwelling state number of families. |
|-------------|-------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|-------------|-------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1. - \$ As per form attached.

THIS IS AN UNDERLYING POLICY ISSUED IN CONNECTION WITH POLICY NO. BR 4542113 ISSUED  
TO TERRY DEVELOPMENT CORPORATION AND SHALL NOT BE CONSIDERED AS ADDITIONAL INSURANCE.

Subject to Form No(s). 80-G1(3-71); 305(8-71):

INSERT FORM NUMBER(S) AND EDITION DATE(S)

attached hereto.

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

Agency at Atlanta, Georgia

Countersignature Date April 26, 1978

FOR STATE EXCEPTIONS SEE REVERSE SIDE

RJA/ssk

Frank Kinnett

Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO  
AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard  
Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above  
specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss,  
but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time  
after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or  
repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of  
the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED  
AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in  
this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the  
perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part  
of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.



F. Pro Rata Clause: If this policy covers on two or more items for which amounts are shown, the amount of this policy applies to each item in the proportion that the amount shown for each item bears to the sum of all items.

G. Subrogation Clause: This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described herein.

H. Mortgagee Clause (This entire clause is void unless name of mortgagee or trustee is inserted on the first page of this policy in space provided under this caption)—Loss, if any on the item(s) subject to this clause as specified on the first page of this policy, shall be payable to the mortgagee (or trustee) as provided herein, as interest may appear, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy. Provided, That in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also, That the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard, which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon, and the mortgagee (or trustee) shall, on demand pay the premium for such increased hazard for the term of the use thereof; otherwise, this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but, in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for ten days after notice to the mortgagee (or trustee) of such cancellation, and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owners, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payments shall be made, under all securities held as collateral to the mortgage debt, or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of his, her or their claim.

**EXTENDED COVERAGE—\$100 DEDUCTIBLE**

**Applies only in consideration of Additional Premium shown on the first page of this policy.**

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this Extended Coverage is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST DIRECT LOSS BY WINDSTORM, HAIL, EXPLOSION, RIOT, RIOT ATTENDING A STRIKE, CIVIL COMMOTION, AIRCRAFT, VEHICLES, AND SMOKE, EXCEPT AS HEREINAFTER PROVIDED.

Deductible: With respect to the perils insured against by this Extended Coverage, the sum of \$100 shall be deducted from the amount which would otherwise be recoverable for each loss separately occurring to property covered hereunder. This deductible shall apply separately to each building (or structure) including its contents; separately to contents in each building (or structure) if such building (or structure) is not covered hereunder; and separately to all personal property in the open.

This Deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

Provisions Applicable Only to Windstorm and Hail: This Company shall not be liable for loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused: (a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

Unless liability therefor is assumed by specific item(s), this Company shall not be liable for damage to the following property: (a) Windmills, wind pumps or their towers; (b) Crop silos or their contents; (c) Metal smokestacks; or (d) When outside of buildings, (1) Grain, hay, straw or other crops, (2) Lawns, trees, shrubs or plants, (3) Fabric awnings or canopies, including their supports, (4) Signs or radio or television antennas, including their lead-in wiring, masts or towers.

Provisions Applicable Only to Explosion: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the Insured.

The following are not explosions within the intent or meaning of these provisions: (a) shock waves caused by aircraft, generally known as "sonic boom"; (b) electric arcing; (c) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown; (d) water hammer; (e) rupture or bursting of water pipes; (f) rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; (g) rupture, bursting or operation of pressure relief devices.

Any other explosion clause made a part of this policy is superseded by this Extended Coverage.

Provisions Applicable Only to Riot, Riot Attending a Strike and Civil Commotion: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. Unless specifically endorsed hereon, this Company shall not be liable for loss resulting from damage to or destruction of the described property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

Provisions Applicable Only to Loss by Aircraft and Vehicles: The term "vehicles," as used in this Extended Coverage, means vehicles running on land or tracks but not aircraft. The term "aircraft," as used in this Extended Coverage, shall include self-propelled missiles and spacecraft. Loss by aircraft or by vehicles shall include only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered hereunder or with the building(s) containing the property covered hereunder, except that loss by aircraft includes direct loss by objects falling therefrom. This Company shall not be liable for loss: (a) by any vehicle owned or operated by an Insured or by any tenant of the described premises; (b) by any vehicle to fences, driveways, walks, or when outside of buildings, to lawns, trees, shrubs or plants; (c) to any aircraft or vehicle including contents thereof other than stocks of aircraft or vehicles in process of manufacture or for sale.

Provisions Applicable Only to Smoke: The term "smoke" as used in this Extended Coverage means only smoke due to a sudden, unusual and faulty

**CAUTION—WHEN THIS EXTENDED COVERAGE IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.**

operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not smoke from fireplaces or industrial apparatus.

Nuclear Exclusion: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this Extended Coverage, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles or smoke; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke."

War Risk Exclusion: This Company shall not be liable for loss caused directly or indirectly by (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Water Exclusion: This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following: (a) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; (b) water which backs up through sewers or drains; (c) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors; unless loss by explosion as insured against hereunder ensues, and then this Company shall be liable for only such ensuing loss.

Other Provisions: A claim for loss by any peril insured against by this Extended Coverage shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

This Extended Coverage does not increase the amount(s) of insurance provided in this policy.

If this policy covers on two or more items, the provisions of this Extended Coverage shall apply to each item separately.

Apportionment: This Company shall not be liable for a greater proportion of any loss less the amount of deductible, if any, from any peril or perils included in this Extended Coverage than (1) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured against hereunder, nor (2) for a greater proportion of any loss less the amount of deductible, if any, than the amount hereby insured bears to all insurance whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limits of liability of each type of insurance for such loss, hereby designated as "joint loss," shall first be determined as if it were the only insurance, and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this Company (under this Extended Coverage) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss," as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this Extended Coverage and other types of insurance above referred to both apply.

Provisions Applicable Only When This Extended Coverage is Attached to a Policy Covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value, Leasehold Interest or Other Consequential Loss: The term "direct," as applied to loss, means loss, as limited and conditioned in such policy, resulting from direct loss to described property from the peril(s) insured against; and while the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.



## BUILDERS' RISK COMPLETED VALUE FORM

Insurance attaches only to those items specifically described below and for which an amount of insurance is shown, and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

## ITEM I—BUILDING OR STRUCTURE

A. Item I, being for the Provisional Amount of \$ 713,600.00 (being 100 % of the total amount of contributing insurance), covers on the masonry  
(No. of Stories, Construction and Roof Covering)  
roof building or structure, while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of said building or structure, to be occupied as Fire Station  
and situated Athens, Georgia  
(Street and Number, or Legal Location)  
City or Town of Athens, GEORGIA.

B. Item I also covers temporary structures, materials and supplies of all kinds, owned by the named Insured, to be used in the construction of said building or structure; only while on the described premises or within 100 feet thereof.

C. Item I shall also provide, at the option of the named Insured and as an additional amount of insurance, up to 2% of the amount of insurance applicable under Item I, but not exceeding this policy's proportion of \$2,000, to cover, for the account of the owner(s) thereof (other than the named Insured), similar materials and supplies, being personal property, belonging to others while in the care, custody or control of the named Insured and only while on the described premises or within 100 feet thereof.

(1) Loss shall be adjusted with the named Insured for the account of the owner(s) of said property, except that the right to adjust such loss with said owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named Insured for which such payment(s) has been made. This extension of coverage shall not inure to the benefit otherwise of the named Insured nor to the benefit of any carrier or other bailee.

(2) The provisions of the Amount of Insurance Clause made a part of Item I shall not apply to this extension of coverage, and when applying said clause to property owned by the named Insured, the value of such personal property of others shall not be considered in the determination of actual value.

(3) If the named Insured elects to apply this optional extension of coverage, this Company shall not be liable for a greater proportion of any loss than would have been the case if all fire insurance policies covering the described property owned by the named Insured had contained an identical optional extension of coverage and the same election were made under all such policies.

D. Occupancy Clause: It is a condition of the insurance under Item I that the said building or structure shall not be occupied without obtaining the consent of this Company endorsed hereon with proper rate adjustment; except that machinery may be set up and operated solely for the purpose of testing the same without prejudice to this policy. As respects any dwelling building intended for occupancy by not more than 4 families or apurtenant private structure covered under this item, permission is granted for dwelling occupancy for a period not exceeding 90 consecutive days.

E. Amount of Insurance Clause: The amount of insurance stated in Item I is provisional. It is a condition of this insurance, wherein the rate and premium are based on an average amount of liability during the period of construction, that at any date while this policy is in force, the actual amount of insurance hereunder is that proportion of the provisional amount that the actual value of the described property bears to the value at the date of completion, but shall not in any case exceed the provisional amount.

In consideration of the reduced rate at which the insurance under Item I is written, it is a condition of this insurance that in the event of loss, this Company shall be liable for no greater proportion thereof than the provisional amount of insurance under Item I bears to the full value of the described property at date of completion.

## ITEM II—BUILDERS' MACHINERY AND EQUIPMENT

A. Item II, being for the Amount of \$ \_\_\_\_\_, covers on builders' machinery, tools and equipment, owned by the named Insured (except vehicles licensed for highway use, aircraft or watercraft); only while on the premises described under Item I above or within 100 feet thereof.

B. Coinsurance Clause: This Company shall not be liable under Item II for a greater proportion of any loss or damage to the property described under Item II than the sum hereby insured bears to \_\_\_\_\_ % of the actual cash value of said property at the time such loss shall happen, nor for more than the proportion which the insurance under Item II bears to the total insurance thereon.  
(Minimum 80%)

In the event that the aggregate claim for any loss is both less than \$10,000. and less than 5% of the total amount of insurance upon the property described under Item II at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, provided, however, that nothing herein shall be construed to waive application of the first paragraph of this clause.

## PROVISIONS APPLICABLE TO ITEMS I and II

A. Debris Removal Clause: This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered at the time of loss.

This Company shall not be liable for a greater proportion of such debris removal expense than the amount of insurance under this policy bears to the whole amount of insurance covering the property against the peril causing the loss, whether or not such other insurance covers such expense.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

B. Loss Clause: Any loss hereunder shall not reduce the amount of this policy.

C. This Company Shall Not Be Liable:

(1) For loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by the peril(s) insured against; nor shall this Company be liable for any loss specifically excluded under (a) the riot provisions of the Extended Coverage Endorsement, or (b) the Vandalism and Malicious Mischief Endorsement.

(2) For any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire ensues and, if fire does ensue, this Company shall be liable only for its proportion of loss caused by such ensuing fire.

(3) For loss occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of building(s) or structure(s), unless such liability is otherwise specifically assumed by endorsement hereon.

(4) For the Insured's interest in any property which is more specifically covered by other insurance, except for any uninsured excess thereof.

D. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

E. Nuclear Clause: The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(CONTINUED ON THE BACK HEREOF)

NOTE TO AGENTS: The Provisional Amount of Insurance to be inserted at top of form shall be not less than this Company's proportion of the full contract value, less permissive exclusions.



## VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT—\$100 DEDUCTIBLE

**No. 305**  
(Edition 8-71)

(For Use Only With the Extended Coverage Endorsement)

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement attached thereto, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

**PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF:** The terms "vandalism" and "malicious mischief" as used in this endorsement mean only willful and malicious damage to or destruction of the property covered hereunder.

1. This Company shall not be liable for loss if the described building(s) had been vacant or unoccupied beyond a period of thirty (30) consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of this endorsement; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision of this endorsement be applicable to private dwelling property.

### Definitions:

**Vacant**—Containing no contents pertaining to operations or activities customary to occupancy of the building.

**Unoccupied**—Containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

2. This Company shall not be liable for loss—

- (a) to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;
- (b) by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered hereunder caused by burglars;
- (c) by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the Insured; or by rupture or bursting of rotating or moving parts of machinery cause by centrifugal force or mechanical breakdown;
- (d) from depreciation, delay, deterioration or loss of market; nor, unless specifically endorsed hereon, for any loss resulting from change in temperature or humidity.

**Nuclear Exclusion:** Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this endorsement, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by vandalism and malicious mischief.

### CAUTION

**WHEN THIS ENDORSEMENT IS ATTACHED TO ONE FIRE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.**



KANSAS: The words "demand" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "twelve months" in line 161 are changed to "sixty months".

MAINE: The words "five days" in line 62 are changed to "ten days". The words "twelve months" in line 161 are changed to "two years".

NORTH DAKOTA: The words "twelve months" in line 161 are changed to "thirty-six months".

FLORIDA AND WISCONSIN: The words "five days" in line 62 are changed to "ten days".

MISSOURI: Lines 60 through 67 of the Standard Fire Policy are amended as follows: "This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days' written notice of cancellation, non-renewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro-rata premium for the expired time, which excess, if not tendered, shall be refunded on demand." Thirty days notice will be given in all cases except nonpayment of premium, evidence of incendiarism or misrepresentation in which cases five days notice is sufficient.

NORTH CAROLINA: The words "twelve months" in line 161 are changed to "three years".

OREGON: The time of inception and the time of expiration for fire coverage will be 12:01 a.m. Standard Time at location of property involved.

WYOMING: The words "sixty days" in line 151 are changed to "forty-five days".

# STATE EXCEPTIONS

**Concealment, fraud.** This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

**Uninsurable and excepted property.** This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

**Perils not included.** This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

**Other Insurance.** Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

**Conditions suspending or restricting insurance.** Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

**Other perils or subjects.** Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

**Added provisions.** The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

**Waiver provisions.** No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing

added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

**Cancellation of policy.** This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro-rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

**Mortgagee interests and obligations.** If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

**Pro rata liability.** This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

**Requirements in case loss occurs.** The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

**Appraisal.** In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

**Company's options.** It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

**Abandonment.** There can be no abandonment to this Company of any property.

**When loss payable.** The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

**Suit.** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

**Subrogation.** This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

*Marion E. Arjen*  
Secretary

*Ed Dickinson Jr.*  
President

Date of Cancellation . . .

Date of Policy . . . . .

Time in Force . . . . .

YEAR MO. DAY

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| PERILS                     | WHOLE | EARNED | RETURN | N.B.F.U. Code |
|----------------------------|-------|--------|--------|---------------|
| Fire                       |       |        |        |               |
| E. C. E.                   |       |        |        |               |
|                            |       |        |        |               |
|                            |       |        |        |               |
|                            |       |        |        |               |
|                            |       |        |        |               |
| Total                      |       |        |        | x x x x x     |
| Deduct Unpaid Installments |       |        |        |               |
| Cash Return Premium        |       |        |        |               |

☐ Short Rate ☐ Pro Rata

If Cancelled Pro Rata, Explain Why:

\_\_\_\_\_

Give Information Applying to Replacing Policy Covering Same Property:

Company \_\_\_\_\_

No. of Policy \_\_\_\_\_ Term \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_

Rate(s) \_\_\_\_\_

State \_\_\_\_\_ Town \_\_\_\_\_

(Sign Here) \_\_\_\_\_

AGENT